



CITY COUNCIL MEETING AGENDA
Thursday, January 12, 2023 at 6:30 PM
Council Chambers

- 1. CALL TO ORDER**
 - A. Invocation and Pledge to the Flag
 - B. Adoption of Agenda
- 2. CONSENT AGENDA**
 - A. Appointment of Solicitor - Larry Steele
 - [B.](#) Extended Warranty for MILO Use of Force Simulator - \$23,443.99 Federal Forfeiture Funds
 - [C.](#) Purchase of (3) 2023 Ford Explorer Pursuit Vehicles - \$142,225.53
 - [D.](#) Walton County Hazard Mitigation Application Support Letter
 - [E.](#) Purchase of (6) Globe Firefighting Turnout Gear - \$16,410.00
 - [F.](#) Annual T&T Uniform Purchase - NTE \$17,000.00
 - [G.](#) GDOT Title VI Nondiscrimination Agreement
 - [H.](#) Base Location Contract - Zoltar
 - [I.](#) American Legion - Train Donation
 - [J.](#) 12-08-2022 Regular Council Meeting Minutes
 - [K.](#) 12-15-2022 Finance Committee Meeting Minutes
 - [L.](#) December Financial Report
- 3. PLANNING & DEVELOPMENT COMMITTEE REPORT**
 - A. Updates / Reports
- 4. FINANCE / HUMAN RESOURCES COMMITTEE REPORT**
 - A. Updates / Reports
- 5. PUBLIC SAFETY COMMITTEE REPORT**
 - A. Updates / Reports
- 6. PUBLIC UTILITIES / TRANSPORTATION COMMITTEE REPORT**
 - [A.](#) Soil Erosion & Sediment Control Ordinance Amendment
 - B. Updates / Reports
- 7. PUBLIC WORKS / FACILITIES COMMITTEE REPORT**
 - [A.](#) Health Contract Renewal
 - B. Updates / Reports
- 8. ECONOMIC DEVELOPMENT COMMITTEE REPORT**
 - A. Updates / Reports
- 9. CITY MANAGER'S REPORT**
 - A. Updates / Reports
- 10. CITY ATTORNEY'S UPDATES / REPORTS**
 - A. Updates / Reports
- 11. ADJOURNMENT**

*Denotes Non-Budgeted Items subject to Reserve Funds

The Mayor and Council may choose to go into executive session as needed in compliance with Georgia Law. The City of Loganville reserves the right to make changes to the agenda as necessary. Any additions and/or corrections to the agenda will be posted immediately at City Hall.




Loganville Police Department
605 Tom Brewer Road
Loganville, Georgia 30052

M.D. Lowry
Chief of Police

770-466-8087 Phone
770-466-6679 Fax

MEMORANDUM

To: Mr. Danny Roberts
From: Chief M.D. Lowry 
Ref: Purchase of Extended Warranty for MILO Range Pro
Date: January 4, 2023

As we discussed, our original warranty has expired on the MILO Range Pro use of force simulator system.

There are several different levels of extended warranty available but after extensive review and discussion with Technology Director Kyle McKenzie, we both believe the best option is what MILO terms their "Platinum Warranty".

This warranty is a three (3) year extension which includes every portion of the system except the screen, bulbs and batteries. This system is a very large component of our overall training plan in use of force and de-escalation scenarios, and it is critical that we have immediate 24/7 support as well as a replacement plan at the end of the useful life of the current system.

While this warranty is expensive, it also includes a complete system exchange and installation at the end of the third year. I would note that the replacement cost of this system at current pricing would very likely exceed \$70,000.00

This purchase of **\$23,443.99** will be fully funded out of Federal Forfeiture Funds, line item # **210-3200-531600 Small Equipment – Federal**, with no budgeted funds being allocated for this purchase.

- Attachments:
- 1.) MILO Platinum Warranty Features
 - 2. MILO Platinum Warranty Quote



MILO RANGE PRO PLATINUM WARRANTY



MILO RANGE PRO PLATINUM WARRANTY SUPPORT PLAN

The MILO Range PRO Platinum Warranty Support Plan covers a MILO PRO system for a period of 3 years and includes a system upgrade near the end of the warranty. The warranty period begins on the date listed in the quote or invoice. The MILO Range PRO Platinum Warranty provides the following benefits:

Telephone/Email Support

24/7 telephone support by dialing 800-344-1707 or sending an email to support@milorange.com.

System Repairs

System repairs are done at FAAC/MILO Range or by sending replacement components to you. All parts (excludes batteries and bulbs) and labor are covered by FAAC/MILO. We may also pay local repair facility fees for system repairs where appropriate, provided that prior authorization is given by us. For items needing repair, shipping costs to and from the customer facility will be covered by FAAC/MILO. Upon reporting a system failure which renders the system inoperable, MILO Technical Staff will ship replacement components to the customer within 48 hours or determine if a site visit is required to be coordinated with the customer.

Software Updates

MILO Range PRO Platinum Warranty Support Plan customers are entitled to software updates and new scenarios at no cost, provided the system hardware supports those updates and scenarios. Software updates typically resolve reported issues and increase system performance characteristics. Software upgrades, defined as software releases containing new features or major version changes may not be included.

Refresher Training

MILO Range PRO Platinum Warranty customers are entitled to unlimited refresher training at the MILO Range facility (Ann Arbor, MI) during the warranty period. Customer is responsible for all travel expenses (including, but not limited to airfare, rental car, travel to/from the airport, lodging, and meals) to and from Ann Arbor, MI for the duration of training.

SYSTEM UPGRADE

As a MILO Range PRO Platinum Warranty Support Plan customer, the agency is entitled to a MILO system upgrade with the return of their existing MILO Package.

The MILO system upgrade will ship approximately 2 weeks after the warranty expiration date or when all the required items are in stock. Partial shipments will not be sent.

The system upgrade will include:

- New MILO system Computer CPU (s) with monitor, keyboard & mouse
- New HD projector & projection screen
- New speaker system
- Latest Windows operating system, MILO Training software version and MILO scenario library

1229 Oak Valley Dr, Ann Arbor, MI 48108

www.milorange.com



MILO RANGE PRO
PLATINUM WARRANTY



- New trainee action capture (TAC) camera solution
- All costs to produce system and ship via standard shipping methods.

The return of the existing Milo Range system must occur within 60 days of receipt of the new system. The following items are to be returned by customer:

- *Computer CPU*
- *Desktop Monitor*
- *Camera Box (if replaced as part of upgrade)*
- *Cameras (if replaced as part of upgrade)*
- *Sound/Audio System*
- *Old TAC solution-if present*

PURCHASING / CONTRACTING INFORMATION

- 1.) Cage Code - 3J401
- 2.) Tax ID - 38-2690218
- 3.) DUN - 175204163
- 4.) Vendor POC - FAAC/MILO Customer Care Department
- 5.) Phone - (800) 344-1707
- 6.) Fax - (734) 531-4002
- 7.) Email - customercare@milorange.com



QUOTE

A PRODUCT OF FAAC INCORPORATED · 1229 OAK VALLEY DRIVE · ANN ARBOR MI 48108 · 800-344-1707 · WWW.MILORANGE.COM

AN ARDOTECH TRAINING & SIMULATION COMPANY

<p>Bill To: City of Loganville Police Department PO Box 39 605 Tom Brewer Rd Loganville, GA, 30052</p>	<p>MILO Reference: 004784</p> <p>Other Reference: _____</p> <p>Quote Date: 2022-12-19</p> <p>Expires: 2023-01-31</p> <p>Payment Terms: NET 30</p>
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Comments:

This Quote is for a Platinum Warranty for your MILO PRO Range Training System.

Notes:

- A System Exchange with 1 day of Installation/Training at the end of the 3 years is included.
- Price reflects GSA Discount.
- Non GSA price is \$35,111.
- Purchase can be made in 3 yearly installments of \$7,814.66 each.
- All 3 years must be purchased to receive the System Exchange at the end of the 3 years.
- Total Period of Performance: 12-01-2022 to 11-30-2025.

GSA Contract: GS-00F-332CA, SIN 874.9

The Platinum Warranty provides 36 months of warranty coverage on all items (excludes batteries and bulbs). This warranty includes a system exchange at the end of the final year. The system exchange may be completed at an alternate time if specified above. The Platinum Warranty may only be purchased in 36 month increments.

Coverage Period: 12-01-2022 to 11-30-2025.

MILO Account #: CSRV-003265

*Taxes: (domestic)

- a.) Prices quoted do not include local, state or federal taxes unless indicated otherwise..
- b.) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment direct to its taxing authority. However, FAAC will collect applicable Sales Tax for the following States: CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA, WV.
- c.) If applicable, please include a copy of your Proof of Sales Tax Exemption Certificate or Direct Pay Permit with your Purchase Order or Payment.

If you will be submitting a Purchase Order, please email to CustomerCare@faac.com.
Remit payment to FAAC Incorporated, 1229 Oak Valley Drive, Ann Arbor MI 48108.
Payment can be made by EFT (preferred), Check, or Credit Card with 3% surcharge added (MC/VISA, AMEX Only).

Part Number	Description	Quantity	Price	Item Total
MILO-WTY-PLATINUM	Extended Warranty Program & System Exchange - 3 Year Coverage	1	\$23,443.99	\$23,443.99
			Shipping	\$0.00
			Total Due	\$23,443.99




Loganville Police Department
 605 Tom Brewer Road
 Loganville, Georgia 30052

M.D. Lowry
 Chief of Police

770-466-8087 Phone

770-466-6679 Fax

MEMORANDUM

To: Mr. Danny Roberts
 From: Chief M.D. Lowry 
 Ref: Purchase of Ford Explorer Pursuit Utility Vehicles
 Date: January 5, 2023

This request will be for three (3) 2023 Ford Explorer Pursuit Utility vehicles.

Recently, two (2) of our uniform patrol units have been deemed as total losses due to vehicle accidents, a 2015 Dodge charger and a 2019 Ford Explorer. The Charger insurance payment was \$15,609.00 and the Explorer was \$24,255.22 for a total of \$39,864.22, which has been applied to our Vehicles line item in the 2022-2023 Budget.

The cost breakdown of the requested vehicles and equipment is as follows:

a.	Three (3) 2023 Ford Explorer Pursuit Utility @ \$38,501.00 <i>Wade Ford (State Contract Vendor)</i>	\$115,503.00
b.	Three (3) sets of Emergency Equipment @ \$8,335.84 <i>Dana Safety Supply</i>	\$25,007.53
c.	Three (3) sets of vehicle lettering @ \$375.00 <i>AKO Signs</i>	\$1125.00
d.	Three (3) sets window tinting @ \$196.67 <i>The Trim Company</i>	\$590.00
TOTAL COST:		\$142,225.53

This purchase of \$142,225.53 is a budgeted item under line item # 100-3200-542200.

- Attachments:
1. Wade Ford Quote
 2. Dana Safety Supply Quote
 3. AKO Signs Quote
 4. The Trim Company Quote
 5. Dana Safety Supply Quote

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	468899-B
Customer No.	LOGAN

Bill To

LOGANVILLE POLICE DEPT
 mdlowry@loganville-ga.gov
 gwarnack@loganville-ga.gov

Ship To

LOGANVILLE POLICE DEPT
 4895 HIGHWAY 81 N.
 ATTN: PAUL HUNT
 LOGANVILLE, GA 30052

Contact: CHIEF LOWRY
 Telephone: 770-466-8087

E-mail: mdlowry@loganville-ga.gov

Contact: CHIEF MC HUGH
 Telephone: 770-466-8087

E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/29/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	(3) PATROL UNITS	NET 30	
Entered By	Salesperson	Ordered By	Resale Number		
MIKE WHITE	Mike White - Atlanta	Asst Chief Warnack			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	ENULB00QHS-1ZF SOI NFUSE LIGHTBAR W/ B/W/B/A Warehouse: ATLA Vin #:	1,275.0000	3,825.00
3	3	Y	PNFLBF32 SOI STRAP KIT FOR LIGHTBAR INCLUDED Warehouse: ATLA Vin #:	0.0000	0.00
3	3	Y	MISC SOI EMPTC00ZEZ mpower Traffic Controller (EMPTC) Warehouse: ATLA Vin #: Location: Front Bumper	515.0000	1,545.00
3	3	Y	EL3PH08A00B SOI ULTRALITE 8-MOD INTR. DIR/WARNING BAR BLUE Warehouse: ATLA Vin #: Location: Rear Window	397.0000	1,191.00
6	6	Y	EMPS1SLS1B SOI mpower3" Fascia Light w/ Stud Mount blue Warehouse: ATLA Vin #: Location: Rear Side Windows	75.0000	450.00
6	6	Y	PMP1BKDGJ SOI 3" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA Vin #:	8.0000	48.00

Print Date	01/05/23
Print Time	08:03:23 AM
Page No.	1

Printed By: MIKE WHITE

Continued on Next Page

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Entered By		Salesperson	Ordered By	Resale Number	
MIKE WHITE		Mike White - Atlanta	Asst Chief Warnack		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	Y	ELUC3H010E SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE Warehouse: ATLA Vin #: Location: Tail Lights	74.0000	444.00
6	6	Y	ESLRL6105E SOI 61" SL RUNNING LIGHT BLUE/WHITE Warehouse: ATLA Vin #: Location: Side Runners	285.0000	1,710.00
6	6	Y	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: ATLA Vin #:	23.0000	138.00
12	12	Y	EMPS1QMS1B SOI MPOWER FASCIA 3" 4-LED QUICK MNT BLUE Warehouse: ATLA Vin #: Location: Side Of Push Bumper & Tag Lights	75.0000	900.00
3	3	Y	ETSA481CSR SOI 400 SERIES CONSOLE SIREN ROTARY 100w Warehouse: ATLA Vin #:	386.0000	1,158.00
3	3	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	175.0000	525.00

Print Date	01/05/23
Print Time	08:03:23 AM
Page No.	2

Printed By: MIKE WHITE

Continued on Next Page

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MIKE WHITE		Mike White - Atlanta	Asst Chief Warnack		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	PK1185ITU20TM SMC 10XL C2 UNCOATED POLY W/ SLOTTED WINDOW Warehouse: DROP Vin #: "#10XL C2 Horizontal Sliding WindowUncoated PolycarbonateWith Slotted Polycarbonate Window Security ScreenXL Panel Partition TM(Tall Man)" STATE YEAR OF VEHICLE- 2023 *****	714.0000	2,142.00
3	3	Y	QK0635ITU20 SMC Full Replacement Transport Seat TPO Plastic Warehouse: DROP Vin #: with Center Pull Seat Belts & #12 Expanded Metal Cargo Partition	1,115.0000	3,345.00
3	3	Y	BK0535ITU20 SMC PB400 VS Bumper Steel Warehouse: DROP Vin #:	395.0000	1,185.00
3	3	Y	HK0809ITU20 SMC PB8 Headlight Guard Steel Double Loop Warehouse: DROP Vin #:	315.0000	945.00
3	3	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: DROP Vin #:	235.0000	705.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA Vin #:	295.0000	295.00

Print Date	01/05/23
Print Time	08:03:23 AM
Page No.	3

Printed By: MIKE WHITE

Continued on Next Page

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Entered By	Salesperson	Ordered By	Resale Number		
MIKE WHITE	Mike White - Atlanta	Asst Chief Warnack			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	C-VS-0618-INUT HAV 24" CONSOLE - 2020 PIUT Warehouse: DROP Vin #:	412.0000	1,236.00
3	3	Y	1. SOUND OFF: ETS481CSR CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DROP Vin #:	43.0000	129.00
3	3	Y	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: DROP Vin #:	113.0000	339.00
12	12	Y	EMPS1QMS3E SOI MPOWER FASCIA 3" 8-LED QUICK MNT BLUE/WHITE Warehouse: ATLA Vin #: Location: Rear D Pillar Vertical	98.5500	1,182.60
6	6	Y	EMPS1QMS3J SOI MPOWER FASCIA 3" 8-LED QUICK MNT RED/BLUE Warehouse: ATLA Vin #: Location: Rear D Pillar Vertical	98.5500	591.30
3	3	Y	PMP1BK004 SOI D-PILLARD WEDGE KIT FOR 2020 PIU, 6-PIECE Warehouse: ATLA Vin #:	56.0000	168.00

Print Date	01/05/23
Print Time	08:03:23 AM
Page No.	4

Printed By: MIKE WHITE

Continued on Next Page

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GREENSBORO, NC 27407

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MIKE WHITE		Mike White - Atlanta	Asst Chief Warnack		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	PACKAGE PACKAGE DEAL - PANORAMA ANTENNA Warehouse: ATLA Vin #:	205.0000	615.00
3	3	Y	GPSB PANORAMA MULTI-BAND GPS 2G/3G/4G/WLAN ANTENNA Warehouse: ATLA Vin #:	0.0000	0.00
3	3	Y	C23FP-5SP-GNSS PANORAMA ANTENNA FME PLUG(M) TO SMA PLUG(M) Warehouse: ATLA Vin #:	0.0000	0.00
3	3	Y	C29SP-5SJ-CELL ROK CS29 CABLE 5m SMA PLG TO SMA JACK - YEL 2G/3G/4G Warehouse: ATLA Vin #:	0.0000	0.00
3	3	Y	C32SP-5SP-WIFI ROK SMA(M) - SMA (M) 5 CS29 CABLE Warehouse: ATLA Vin #:	0.0000	0.00
3	3	Y	C23F-5M FME(ftd) MPL(ftd) 5m CS23 cable Warehouse: ATLA Vin #:	15.0000	45.00
3	3	Y	AFM-835 PRE WIRE ANTENNA PARTS Warehouse: ATLA Vin #:	15.0000	45.00

Print Date	01/05/23
Print Time	08:03:23 AM
Page No.	5

Printed By: MIKE WHITE

Continued on Next Page

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Entered By	Salesperson	Ordered By	Resale Number		
MIKE WHITE	Mike White - Atlanta	Asst Chief Warnack			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	MISC Hint 500-0222 Warehouse: ATLA Vin #: Regular Westin Public Safety TM & KM Series Mount Feet & Hardware Chevrolet/Dodge/ Ford Traverse 2018-2021; Malibu 2011-2021; Taurus 2011-2019; Transit Connect 201-2021; Transit Van 2013-2021; Police Interceptor Utility 2011-2021; Police Interceptor Sedan 2011- 2019; Fusion 2013-2021; Explorer 2011-2021; Escape 2013- 2021; Edge 2013-2021; Charger 2011-2021; Caravan 2011 Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days	35.2100	105.63

Print Date	01/05/23
Print Time	08:03:23 AM
Page No.	6

Subtotal	25,007.53
Freight	0.00
Order Total	25,007.53

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ACCOUNTS PAYABLE
AKO Signs Inc.
P.O. Box 80561
Athens GA 30608

Office: 706-548-5389
Fax: 706-548-5370
see website for more info

Estimate

ESTIMATE NO. 21-10601

DATE 1/4/2023

NAME / ADDRESS	SHIP TO
City of Loganville 605 Tom Brewer Rd # 100 Loganville, GA 30052	

ORDERED BY		P.O. NO.	TERMS	REP	DUE DATE
Paul Hunt			PO	LE	1/4/2023
QTY	ITEM	DESCRIPTION		COST	TOTAL
3	Graphics INST	City of Loganville Police Vehicle: 2022 Interceptor SUV Sets: 3 Units - 2 Sides and Back Police Cut Vinyl: 3M Black 5100R Stripes Cut Vinyl: 3M Indigo and Shadow Blue 7125 Lettering Cut Vinyl: 3M Black 7125 Shield Printed Vinyl (Latex): 3M 180Cv3 Color: Full Color Overlaminates: 8518 - Gloss Contour: Yes Mask: Yes Finishing: Installed		375.00	1,125.00
<i>Thank you for the opportunity!</i>				TOTAL	\$1,125.00

Customer acknowledges that any change, alteration or additional charges added to the order shall be subject to further charge as reasonable for the additional materials, labor and margin. Customer grants a security interest in the signage for payment of any amounts not paid upon delivery. Amounts not paid when due shall accrue interest at 19% per annum in addition to attorneys fees of 15% of the amount collected. Customer acknowledges that all payments hereunder shall be made out to AKO Signs, exclusively. Customer shall rely only upon official AKO proof documents, and shall not rely upon any representation or statement by salesperson in conflict therewith. This approval agreement composes the entire agreement between and among the parties.

SIGNATURE _____ DATE _____

Estimate From:
The Trim Company
PO Box 833
Grayson Ga. 30017

Estimate To: ***Date 01/03/23***
Loganville Police Dept.
Attention: Paul Hunt

Estimate project: tinting for(3) explorers.
To install window tint on all side windows and back window on (3) Ford
Explorers

Total estimate price. \$590.00
No tax.

THIS SECTION FOR STATE USE ONLY

Section 2, Item D.

FEMA- GA -DR / BRIC- _____
 Application Complete
 In Declared Area
 Statewide
 Planning

HMGP (CFDA 97.039)
 BRIC (CFDA 97.047)
 Eligible Applicant
 State or Local Government
 Private Non-Profit (Tax ID Received)

Community NFIP Status:

Participating Community ID #: _____
 State Application ID _____

In Good Standing Non-Participating CRS
 Date Application Received _____

State Reviewer _____

Signed _____ Date _____

FEMA Application Hardcopy Submittal Date: _____

FEMA Application Completed NEMIS Entry Date: _____

**** Please submit one signed copy of the application ****

This application is for all Hazard Mitigation Assistance (HMA) programs for a plan update proposal administered by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). Please complete all sections and provide all information as requested. **Incomplete applications will not be forwarded to FEMA for their review.** If you require assistance with this application, contact Kimberly Angel, Planner at (470)225-3825.

Applicant Information

1. **Project Title: HAZARD MITIGATION PLAN UPDATE**

2. **Applicant (Organization): Walton County**

3. **Applicant Type:**

State or Local Government Recognized Indian Tribe Private Non-Profit

State Legislative District(s) 114th, 115th Congressional District(s) 10th

Federal Tax I.D. Number 58-6000902 DUNS Number N/A

FIPS Code: 13297

4. **National Flood Insurance Program CID #: 130185**

5. **NFIP Community Rating System Class Number N/A**

Point of Contact: (Individual responsible for the grant)

Ms. Mr. Mrs. Dr. First Name: Carl Last Name: Morrow

Title: EMA Director Telephone: 770-267-1336 Fax: N/A

Street Address: 1764 Highway 81

City: Loganville State: GA Zip Code: 30052

E-mail address: carl.morrow@co.walton.ga.us

6. **Application prepared by (*if different from Point of Contact):**

Name (*same Point of Contact) Telephone _____ E-mail address _____

7. **Authorized Applicant Agent: (An individual authorized to sign financial and legal documents on behalf of the local government (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)**

Ms. Mr. Mrs. Dr. First Name: David Last Name: Thompson

Title: Chairman, Walton County Board of Commissioners Telephone: 770-267-1955 Fax: 770-267-1400

Street Address: 303 South Hammond Drive

City: Monroe State: GA Zip Code: 30655

E-mail address: david.thompson@co.walton.ga.us

Signature:  Date: 12/15/2022

HMA Planning Application

I. Project Description – Narrative Statement

A. Mitigation Activity

1. Please describe the strategy for completing this planning activity, including the review process, adoption and FEMA’s approval.

Walton County will form a planning committee comprised of representatives of various county departments, as well as other interested parties, such as outside state and regional agencies, local businesses, residents, the City of Loganville, City of Monroe, City of Social Circle, Town of Between, Town of Good Hope, City of Jersey, and City of Walnut Grove, public etc. The committee will be lead by the EMA Director and will meet on a regular basis with the contracted consultant in order to accomplish the items set forth in the Scope of Work below, including addressing any recommended revisions from the previous plan’s review tool. The consultant will coordinate the planning process including the meetings, write the plan based on committee findings and work through the State and Federal review and approval process. The consultant will coordinate the process of meeting the objectives outlined in the Scope of Work below with the assistance and input of the appropriate committee members and local staff resources as necessary. Outside interested parties will be invited to participate by direct invitation and by public postings and meeting notices. A minimum of two public hearings will be held in order to provide the public an opportunity to comment during the drafting phase and prior to final adoption.

2. Please describe how the applicant will manage the costs and schedule and how successful performance will be ensured.

A budget will be set according to the budget figures in this application to allow for the use of a contractor and labor on the part of committee members and other staff members Expenses will be incurred according to the budget items and will not exceed the total grant award. This will be tracked by the county as well as the State’s grants management system which tracks expenses to date and remaining grant figures. Also, the county will track each budget allocation as expenses are incurred under those allocations to ensure that expenses remain within the allowed budget.

3. Please describe the staff and resources needed to implement this mitigation activity and the applicant’s ability to provide these resources.

This planning process involves a variety of staff and expertise, which will be used as necessary. Specifically, expertise will be needed from the Fire Department, Tax Assessor, Building Inspections, Public Health, etc. Walton County is able to provide the staff resources to meet these needs.

4. Please explain how this mitigation activity will leverage involvement of partners to enhance its outcome.

The planning process will involve the opportunity for outside agencies and public to be a part. This will be done by a combination of direct invitation, public notice and individual meetings with the various agencies as necessary.

5. Please describe the outreach activities that are planned relative to this mitigation activity (signs, press releases, success stories, etc) and/or how this mitigation activity will serve as a model for other communities.

At the outset of the process, the EMA Director will invite various outside State agencies, local businesses, The City of Loganville, City of Monroe, City of Social Circle, Town of Between, Town of Good Hope, City of Jersey, and City of Walnut Grove, and others to be a part of the process. In addition, the public will be notified and invited to attend through public notices and a minimum of two public meetings with opportunity for public comment.

6. Please describe how this planning activity will benefit the applicant’s constituents.

This activity will benefit the local citizens of Walton County by providing a current and up to date hazard mitigation plan for Walton County and the City of Loganville, City of Monroe, City of Social Circle, Town of Between, Town of Good Hope, City of Jersey, and City of Walnut Grove, thereby ensuring the County and Cities’ eligibility to participate in future mitigation grants.

7. Does your County plan to update your Hazard Mitigation Plan In-House or with the assistance of an outside contractor?
 In-House Contractor

(If outside contractor selected please describe the duties they will perform to meet the Scope of Work below)

Walton County intends to contract with a consultant to act as the facilitator of the planning process as well as to develop and write the plan update. The consultant and the County will attend GEMA/HS Hazard Mitigation planning workshops as they are offered.

The contracted consultant will meet with the EMA Director and GEMA/HS as necessary to discuss the plan development process and construct an invitation list for the larger planning committee.

The contracted consultant and County EMA Director will pull together existing data, plans, and EMA capabilities together in a draft report to be discussed by both the Task Force and the larger stakeholder group. This will include the base HRV analysis provided by GEMA/HS and added to by local data and the contracted consultant efforts.

The contracted consultant will review all hazards to address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared and discuss new occurrences of hazard events and update the probability of future occurrences.

The contracted consultant will work with the Task Force to update the current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas.

The contracted consultant will update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures.

The contracted consultant will analyze, update, and continue development of Goals, Objectives, and Action Steps with the assistance of the task force and stakeholders.

The contracted consultant will update the Plan Maintenance and Implementation to include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.

The contracted consultant will describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update and how they will continue public involvement during the planning period.

The contracted consultant will work with the planning committee and GEMA/HS staff throughout the State and Federal plan review process to ensure that, in the end, Walton County has a federally approved updated hazard mitigation plan.

HMA Planning Application

B. Scope of Work

Walton County will update its existing Multi-jurisdictional Hazard Mitigation Plan according to the requirements of the Disaster Mitigation Act of 2000. This Scope of Work was designed in conformance to FEMA Plan Guidance requirements.

Walton County agrees to have representatives attend and participate in all GEMA/HS and local level mitigation planning meetings and workshops. The county will coordinate as needed with the GEMA/HS representative to utilize the tools necessary and to ensure that the plan meets the most current Federal regulations. Each county will be required to complete the following: Critical Facility Inventory and basic mapping will be established in the Georgia Mitigation Information System (GMIS), including running reports by jurisdiction for each identified hazard; GEMA/HS Worksheets 3A for each participating jurisdiction for each identified hazard; high level detail for all mitigation action steps as required by FEMA and GEMA/HS; ensure all “recommended revisions” from their previous FEMA Plan review are addressed in the plan update.

Additionally, Walton County will ensure the plan update is consistent with the most current requirements from FEMA, including:

- **Identify all changes to the plan within each section, including revisions to the planning process, risk assessment, goals and objectives, plan maintenance process, etc.**
- **Update the Planning Process:**
 - List jurisdictions participating in the plan that seek approval.
 - Describe the process used to review and analyze each section of the plan, as well as the process used to determine if a section warranted an update.
- **Improve the risk assessment**
 - Address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared.
 - Discuss new occurrences of hazard events and update the probability of future occurrences.
 - Incorporate new information where data deficiencies were identified in the previous plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
 - Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP Repetitive Loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and timed with the data gathering phase of their comprehensive plan or land use plan update.
 - Update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
 - Include a general overview of land uses and types of development occurring within the community and highlight any new and/or relevant information.
 - If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.
- **Analyze, update, and continue development of Goals, Objectives, and Action Steps**
 - Use this update as an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
 - Goals and objectives shall include the community’s strategy for new or continued NFIP participation.
 - Continue to use the “STAPLEE Criteria” (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps.
 - Update Action Items. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
 - Shall include evaluation and prioritization for any new mitigation action steps.
- **Update the Plan Maintenance and Implementation**
 - Must include an analysis of whether the previously approved plan’s method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.
 - Describe other planning mechanisms or ordinances that this plan will be incorporated into, such as Comprehensive Plans.
- **Information Dissemination**
 - Describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update.
 - The plan maintenance section shall describe how the community will involve the public during the plan maintenance process over the next five years.
- **Adoption and Review**
 - The plan will be submitted for State review and recommendation prior to adoption.
 - Upon recommendation from GEMA/HS, the county and participating municipalities will adopt the plan.
 - The adopted plan will be submitted for FEMA review and approval.

HMA Planning Application

B. Evaluation Information

1. Current Walton County Hazard Mitigation Plan Approval Date: 4/29/2021
2. Current Walton County Hazard Mitigation Plan Expiration Date: 4/28/2026
3. Does Walton County participate in the Community Rating System (CRS)? Yes **No X** If yes, what is your CRS rating? 1 2 3 4 5 6 7 8 9 10
4. Is Walton County a Cooperating Technical Partner (CTP)? Yes **No X**
5. Has Walton County adopted building codes consistent with the International Codes? **Yes X** No
6. Have Walton County's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? **Yes X** No If yes, BCEGS rating? 1 2 3 **4 X** 5 6 7 8 9 10
7. Is Walton County a Firewise Community? Yes **No X** If yes, Firewise Community number? _____
8. Has Walton County adopted the National Fire Protection Association (NFPA) 5000 code? **Yes X** No
9. Has this subapplication been previously submitted under any other FEMA program? Yes **No** If yes, identify the Project name and number. _____
10. Has this subapplication been previously funded under any other FEMA program? Yes **No X**
11. Does any other Federal entity have primary funding authority for this project? Yes **No X**
12. Has work begun on this plan update? Yes **No X**
13. Is Walton County delinquent on any Federal debt? Yes **No X**. If yes, please describe in the space below.

HMA Planning Application

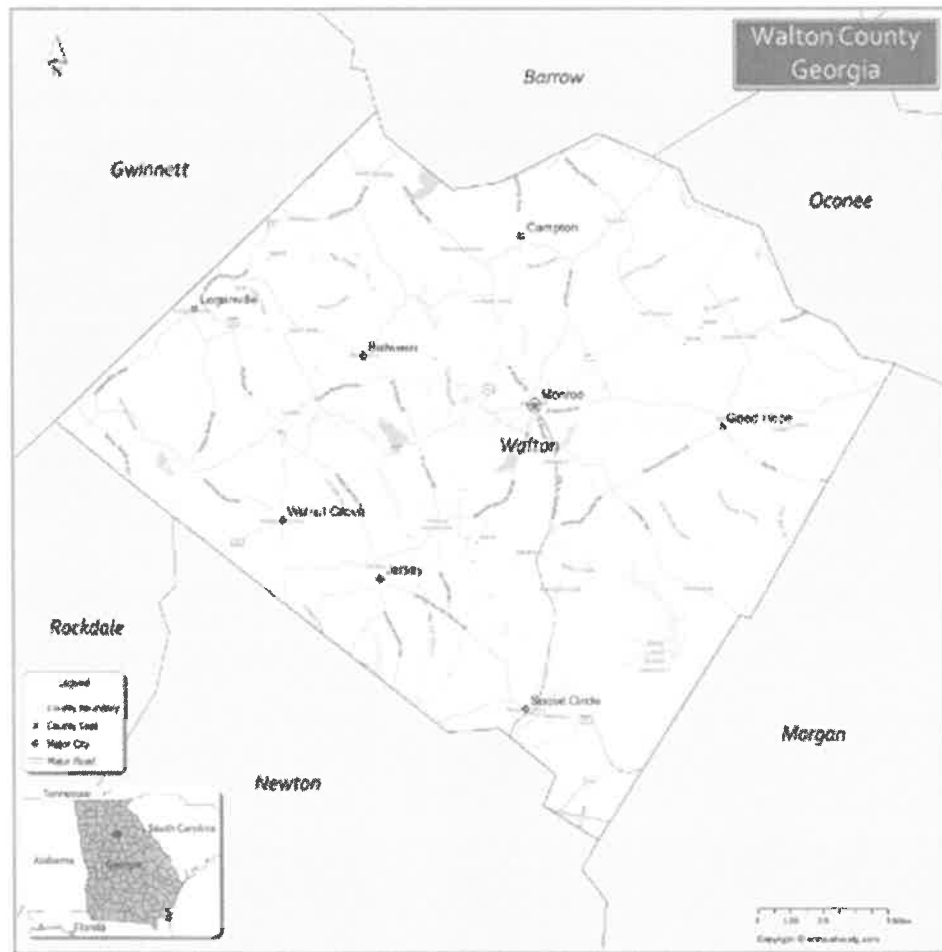
C. Project Milestones

List the major milestones in this project:

Milestone	Number of Days to Complete
Issuance of Recipient/Subrecipient Agreement	90 days
Hire Planning Consultant	60 days
Establish and Form Planning Committee	60 days
Gather Critical Facilities Data	60 days
Upload Critical Facilities to GMIS	30 days
Hazard Identification and Risk Assessment Update	120 days
Analyze, update, and continue development of Goals, Objectives, and Action Steps	90 days
Mitigation Strategy Update	90 days
Update Plan Maintenance and Implementation	60 days
Update the Planning Process	60 days
Submit Plan for GEMA Review and Approval	30 days
Submit Plan for FEMA Review and Approval	60 days
Plan Adoption and implementation	60 days
Financial Reconciliation and Closeout	90 days
Total	960 days

D. Location

Please provide a county map and give a brief description of the county and list the municipalities that will be covered by this plan update along with a description of each. (Example: Date founded, population, major industries, special events, etc.)



HMA Planning Application

Walton County was created from Jackson County on December 15, 1818, by an act of the General Assembly (GA Laws 1818; p 27). The County is located in the Georgia Piedmont region and is comprised of 329 square miles. Georgia's 43rd county was named for George Walton, signer of the Declaration of Independence, member of Congress, and early Georgia governor. The County Seat, City of Monroe, remembers the fifth U.S. President, James Monroe. Walton County has been home to seven Georgia Governors. The Historical Marker Database registers 19 historical markers and war memorials across Walton County. There are 27 Walton County properties listed in The National Register of Historic Places. As of July 1, 2021, the population was 99,853. The County provides citizens numerous recreational activities, sports leagues and fitness programs through three County parks and recreation centers. The top employment sectors in Walton County are retail trade, manufacturing and educational services.

City of Monroe became known as County Seat in 1820 and was incorporated in 1821. A fire in 1847 swept the entire downtown area of Broad Street and the Courthouse was the only building left standing. The now fully-restored Walton County Courthouse lies in the center of Monroe's Historic District. There are 18 properties in the National Register of Historic Places within the city limits of Monroe. Nicknamed "City of Governors" Monroe has seen four of its residents move on to serve as Georgia governors. As of July 1, 2021, the population was 15,264. Unique to Monroe is a separate, full-service, community owned utilities service. A variety of industries are located in City of Monroe, including Hitachi Automotive Services, Walmart Distribution Center, Tucker Door & Trim, and Elite Storage Solutions. City of Monroe Airport is host to Georgia's largest skydive club and an award-winning squadron of the Civil Air Patrol. City of Monroe offers Walton County citizens and visitors a widely divergent range of cultural experiences and recreational activities throughout the year.

City of Social Circle was incorporated in 1904 and offers two possibilities for its naming. One local legend has it that a traveler, much impressed by the townspeople's kindness, remarked, "This certainly is a social circle!" Another, less colorful, version of the tale has it that a new resident proposed his old village's name. In either case, Social Circle still prides itself as "Georgia's Greatest Little Town." The city has a total area of 11.3 square miles. The 2020 Census estimated a population of 5,116. A CSX Transportation line maintenance facility operates in the city's railroad station and the railyard contains one of the few remaining concrete coaling towers in the southeastern United States.

City of Loganville was named after James H. Logan, who purchased 62.5 acres of land in 1851 at a sheriff's sale. Loganville was first issued a charter in 1887, defining the city limits as a half-mile in every direction from the front door of the Justice of the Peace Courthouse of the 417th Georgia Military District. Following a fire that destroyed the original land markers, another charter was issued in 1905, re-defining the city limits as extending one mile from the water well in the center of downtown that remains a part of the downtown landscape today. The current city limit area is 7.31 square miles. As of July 1, 2021, the population was 14,720. Loganville was home to Willie D. O'Kelly Dubois, a notable woman born in 1893. Dubois earned two bachelor's degrees and a master's degree; and taught school to Georgia students of all ages prior to being selected to do research overseas for the Georgia Bicentennial Celebration Committee in 1932. Dubois returned and did classified work in the Pentagon War Department during World War II. It wasn't until she was 80 years old that Dubois married for the first time. She and her new husband continued to call Loganville home, where they donated money and land for the O'Kelly Memorial Library in Loganville. City of Loganville is also hometown to musician Jordan Rager and Major league baseball players Brandon Moss and Clint Frazier. City of Loganville offers a business climate that includes retail and small businesses, along with restaurant chains and grocery stores. Citizens enjoy the annual Concerts on the Green, and numerous programs at Meridian Park.

Town of Between was settled during the 1850's and incorporated in 1908 by act of the Georgia General Assembly. The Town was named Between due to being located between two major Georgia cities (Atlanta and Athens) and, also, between the two largest cities in Walton County (Monroe and Loganville). The town's area is 1.3 square miles. The most recent census recorded a population of 416. Historical sites include: The Briscoe and Mill House, which was added to the Registry of Historical Places in 2000. The James Berrien Upshaw House was home to James Berrien Upshaw and Margaret Mitchell Upshaw (author of *Gone With the Wind*) during their brief marriage. Walton County's Splash Pad at Ayers Park is located in Between.

City of Walnut Grove was incorporated in 1905. The town's area is 1.5 square miles, situated in the extreme western part of Walton County, with a population of 1,347 (2020 Census). Walnut Grove was home to blues legend Robert Hicks (better known as Barbeque Bob). Walnut Grove was also the birthplace of Bazoline Estelle Usher. Usher was a teacher, a principal, and Supervisor of Education for Minority Pupils in Atlanta, GA. She was also among the group of women who created the first African-American Girl Scout troop in Atlanta. Located in Walnut Grove is Walnut Grove City Park, Walnut Grove Parkway, Walton County Sheriff's Office Walnut Grove Precinct and the locally famous Kelly's BBQ. The Samuel H. Brodnax House in Walnut Grove is recorded in the National Register of Historic Places.

Town of Good Hope was established circa 1833 as an early frontier town and incorporated in 1905 by the Georgia General Assembly. The community was so named on account of the first settlers' "good hope" that their town would become prosperous. The total area is 1.8 square miles with a population of 339 (2020 Census). Good Hope is rural in character, surrounded by acres of scenic unincorporated land and open fields. Many of the historic properties still exist and continue to contribute to the Town's appeal. One of those properties, The Good Hope General Store, continues to operate as the Town's main local stop for anything from gasoline to breakfast. Town of Good Hope was the first edition of Walton Wellness's Project Road Share – a cycling project in Walton County that aims to promote safe cycling in Walton County. Town of Good Hope is also known for the annual Good Hope Poppy Festival. Moina B. Michael, known as the "Poppy Lady", was an American professor and humanitarian who conceived the idea of using poppies as a symbol of remembrance for World War I veterans.

City of Jersey was once known as Centerville before it was incorporated December 22, 1904, and re-named City of Jersey after the Jersey Cow. The Town area encompasses 499 acres and has a population of 149 (2020 Census). The Bank of Jersey was registered in the National Register of Historic Places in 1984. Besides the Bank of Jersey, the only surviving commercial structure from the early days of Jersey is the Jersey Community Building, which used to be a general store. Although the doors officially closed in 1964, the nearly 100 year-old schoolhouse building burned down in 2019. When traveling down the short and sharply curved Main Street of Jersey, people will see a mix of small businesses (such as a restaurant, a construction and remodeling company, two convenience stores, dental offices, hair salons, an insurance company). The Jersey Community Methodist Church is also located on Main Street.

HMA Planning Application

E. History of Hazards

Please provide an assessment of the frequency and severity of each of the following hazards that have affected the County in the past.

Coastal Storms:

Frequency: Not Applicable X Very Low Low Moderate High
 Severity: Minor X Serious Extensive Catastrophic

Earthquake:

Frequency: Not Applicable Very Low Low Moderate X High
 Severity: Minor X Serious Extensive Catastrophic

Windstorms:

Frequency: Not Applicable Very Low Low Moderate X High
 Severity: Minor Serious X Extensive Catastrophic

Fire:

Frequency: Not Applicable Very Low Low X Moderate High
 Severity: Minor X Serious Extensive Catastrophic

Flood:

Frequency: Not Applicable Very Low Low Moderate X High
 Severity: Minor Serious X Extensive Catastrophic

Freezing:

Frequency: Not Applicable Very Low Low X Moderate High
 Severity: Minor Serious X Extensive Catastrophic

Hurricane:

Frequency: Not Applicable Very Low X Low Moderate High
 Severity: Minor X Serious Extensive Catastrophic

Mud/Landslide:

Frequency: Not Applicable Very Low X Low Moderate High
 Severity: Minor X Serious Extensive Catastrophic

Severe Ice Storms:

Frequency: Not Applicable Very Low X Low Moderate High
 Severity: Minor Serious X Extensive Catastrophic

Severe Storms:

Frequency: Not Applicable Very Low Low Moderate X High
 Severity: Minor Serious X Extensive Catastrophic

Snow:

Frequency: Not Applicable Very Low Low Moderate X High
 Severity: Minor Serious X Extensive Catastrophic

Tornado:

Frequency: Not Applicable Very Low Low X Moderate High
 Severity: Minor Serious X Extensive Catastrophic

Tsunami:

Frequency: Not Applicable X Very Low Low Moderate High
 Severity: Minor X Serious Extensive Catastrophic

Typhoon:

Frequency: Not Applicable X Very Low Low Moderate High
 Severity: Minor X Serious Extensive Catastrophic

Volcano:

Frequency: Not Applicable X Very Low Low Moderate High
 Severity: Minor X Serious Extensive Catastrophic

HMA Planning Application
ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

- As the duly authorized representative of the applicant, I certify that the applicant:
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions

HMA Planning Application

to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.


15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED APPLICANT AGENT 	TITLE Chairman
APPLICANT ORGANIZATION Walton County Board of Commissioners	DATE SUBMITTED

Historic Walton County Courthouse
111 South Broad Street
Monroe, GA 30655



(770) 267-1301
www.waltoncountyga.com

WALTON COUNTY BOARD OF COMMISSIONERS

December 12, 2022

Mr. Stephen A. Clark
Manager
Hazard Mitigation Department
Georgia Emergency Management and Homeland Security Agency
Post Office Box 18055
Atlanta, Georgia 30316

RE: Walton County Five Year Hazard Mitigation Plan Update Grant Application for FEMA Funding

Dear Mr. Clark:

I have been well informed of the County staff's preparation for the Hazard Mitigation Assistance (HMA) Application Worksheet. If accepted, we understand that the County may be eligible for federal grant funding to assist with the update of our Hazard Mitigation Plan.

I am writing to assure you that Walton County has funding to meet the required 5% Local Match for this project. We appreciate your assistance and the assistance of your staff in the preparation of this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Thompson", with a long horizontal flourish extending to the right.

David Thompson
Chairman, Walton County Board of Commissioners

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
HMA Planning Application

December 12, 2022

Carl Morrow
Emergency Management Director
Walton County Emergency Management Agency
1764 Highway 81
Loganville, Georgia 30025

Dear Mayor Howard:

It is our understanding that Walton County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important not only to Walton County, but to the City of Monroe, as well, in order to be eligible for future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the County in this process by providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of Monroe to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me on (770) 267-1336.

Sincerely,



Carl Morrow
Director, EMA

John Howard
Mayor, City of Monroe

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
HMA Planning Application

December 12, 2022

Carl Morrow
Emergency Management Director
Walton County Emergency Management Agency
1764 Highway 81
Loganville, Georgia 30025

Dear Mayor Baliles:

It is our understanding that Walton County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important not only to Walton County, but to the City of Loganville, as well, in order to be eligible for future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the County in this process by providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of Loganville to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me on (770) 267-1336.

Sincerely,



Carl Morrow
Director, EMA

Skip Baliles
Mayor, City of Loganville

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
HMA Planning Application

December 12, 2022

Carl Morrow
Emergency Management Director
Walton County Emergency Management Agency
1764 Highway 81
Loganville, Georgia 30025

Dear Mayor Keener:

It is our understanding that Walton County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important not only to Walton County, but to the City of Social Circle, as well, in order to be eligible for future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the County in this process by providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of Social Circle to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me on (770) 267-1336.

Sincerely,



Carl Morrow
Director, EMA

David Keener
Mayor, City of Social Circle

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
HMA Planning Application

December 12, 2022

Carl Morrow
Emergency Management Director
Walton County Emergency Management Agency
1764 Highway 81
Loganville, Georgia 30025

Dear Mayor Post:

It is our understanding that Walton County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important not only to Walton County, but to the Town of Between, as well, in order to be eligible for future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the County in this process by providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the Town of Between to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me on (770) 267-1336.

Sincerely,



Carl Morrow
Director, EMA

Robert Post
Mayor, Town of Between

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
HMA Planning Application

December 12, 2022

Carl Morrow
Emergency Management Director
Walton County Emergency Management Agency
1764 Highway 81
Loganville, Georgia 30025

Dear Mayor Carithers:

It is our understanding that Walton County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important not only to Walton County, but to the City of Jersey, as well, in order to be eligible for future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the County in this process by providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of Jersey to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me on (770) 267-1336.

Sincerely,



Carl Morrow
Director, EMA

Randy Carithers
Mayor, City of Jersey

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
HMA Planning Application

December 12, 2022

Carl Morrow
Emergency Management Director
Walton County Emergency Management Agency
1764 Highway 81
Loganville, Georgia 30025

Dear Mayor Garrett:

It is our understanding that Walton County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important not only to Walton County, but to the Town of Good Hope, as well, in order to be eligible for future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the County in this process by providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the Town of Good Hope to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me on (770) 267-1336.

Sincerely,



Carl Morrow
Director, EMA

Randy Garrett
Mayor, Town of Good Hope

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
HMA Planning Application

December 12, 2022

Carl Morrow
Emergency Management Director
Walton County Emergency Management Agency
1764 Highway 81
Loganville, Georgia 30025

Dear Mayor Moore:

It is our understanding that Walton County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county’s Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important not only to Walton County, but to the City of Walnut Grove, as well, in order to be eligible for future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the County in this process by providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of Walnut Grove to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me on (770) 267-1336.

Sincerely,



Carl Morrow
Director, EMA

Mark Moore
Mayor, City of Walnut Grove



LOGANVILLE FIRE DEPARTMENT

Section 2, Item E.

Chief Timothy Johnson
4303 Lawrenceville Rd.
Loganville, Ga. 30052
Tel:(770)-554-9693 Fax: (770)-676-0612

To: Honorable Mayor Skip Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Timothy Johnson, Fire Chief

Date: January 12, 2023

Subject: Purchase of 6 sets of Globe firefighting turnout gear from Bennett Fire Products.

RECOMMENDATION:

Staff recommends the City Council approve the purchase of 6 sets of Globe firefighting turnout gear to replace gear that will be expiring this year.

FISCAL IMPLICATION:

The Fire Department members are required to wear fire protective clothing that meets or exceeds NFPA guidelines. One of those guidelines is that the protective clothing has a shelf life of 10 years at which point has to be replaced. The total price for the 6 sets is \$ 16,410.00. This is a budgeted item in Line Item 100-3500-531600 and needs approval due to amount.

BACKGROUND:

Bennett Fire Products is a vendor for Globe turnout gear and have been used by the City in the past.

DISCUSSION:

Approval of purchasing 6 new sets of Globe firefighting turnout gear from Bennett Fire Products.

E Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

January 5, 2023

Loganville Fire Department
Attn: Chief Tim Johnson
789 Lee Byrd Road
Loganville, GA 30052

Prices valid through March 15, 2023

Globe Classix Jacket, Trousers & Suspenders per BFP stock specs
\$2,585.00 per set
6 @ \$2,585.00 = \$15,510.00

Globe Upper Back Patch: LFD
\$75.00 each
6 @ \$75.00 = \$450.00

Globe Hanging Name Patch
\$75.00 each
6 @ \$75.00 = \$450.00

Total: \$16,410.00

FOB Loganville, GA
Delivery: In stock- 60 days after receipt of order
Terms: net 30 days

Thanks for giving us the opportunity to serve you! www.bennettfireproducts.com

Danny Bennett, bennettfire@att.net, 770-402-9910

Ryan Bennett, rbennettbfp@gmail.com, 678-447-8834



LOGANVILLE FIRE DEPARTMENT

Section 2, Item F.

Chief Timothy Johnson
4303 Lawrenceville Rd.
Loganville, Ga. 30052
Tel:(770)-554-9693 Fax: (770)-676-0612

To: Honorable Mayor Skip Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Timothy Johnson, Fire Chief

Date: January 12, 2023

Subject: Uniform Order

RECOMMENDATION:

Staff recommends the City Council approve the authorization for Purchase Order to T&T Uniforms not to exceed \$17,000.00. The amount is to allow each member of the department an allotment of \$500.00 each to replace worn uniforms and boots.

FISCAL IMPLICATION:

This request has been budgeted on Line item 100-3500-512810 to cover purchase.

BACKGROUND:

Each year money has been budgeted to replace worn or damaged uniforms for current employees as well as new hires. The city has used T&T Uniforms as our uniform vendor for several years.

DISCUSSION:

Approval of Purchase Order for T&T Uniforms not to exceed \$17,000.00

TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation
and

City of Loganville

Name of Recipient

Policy Statement

The *(Name of Recipient)* City of Loganville, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's *(Name of person/division)* Robert Schwartz, Assistant Planning Director, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Robert Schwartz

Name of Responsible Agency Official (Please Print)

Assistant Planning Director

Title

January 12, 2023

Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, *(Name of Recipient)* City of Loganville has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for *(Name of Recipient)'s* Robert Schwartz Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Loganville, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

- 6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
- 7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
- 8. Conduct training programs on Title VI and related statutes.
- 9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature

EEO Director

Title

Date

NAME OF RECIPIENT:

Signature

Manager - City of Loganville

Title

January 12, 2023

Date

Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1064 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the ease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

NON-FILMING LOCATION AGREEMENT
("Agreement")

In consideration on the payment of the sum of \$_____ (\$_____), The City of Loganville ("Lessor") hereby grants to TBDP2, LLC (hereafter "Producer"), its licensees, successors and assigns, the right to enter upon and use for the following non-filming "location" purposes:

Parking Trucks Trailers and personal vehicles in Main St. Parking Lot, Loganville Health Dept. Lot / Loganville Toddler Park Lot, City Hall Parking Lot and the Gym Parking Lot at a rate of 1,200.00 per day of use.

the property to be used are located at

1. City Hall side lot - 135 Main St.
2. Main St lot- 289 Main St., Broad St. and 4409 Pecan St
3. Health Dept. lot & Toddler Park lot - 4385 Pecan St.

Loganville, GA 30052 (the "Property"), on DATE [___/___/___] in connection with the audiovisual program currently entitled "Zoltar S2" (the "Program").

Producer agrees to use reasonable care to prevent damage to the Property. Producer agrees to restore the Property as nearly as possible to its original condition at the time of Producer's taking possession of the Property, reasonable wear and tear from permitted uses excepted. Lessor agrees to submit to Producer in writing, within five (5) days of Producer vacating the Property a detailed list of all claimed property damage for which Producer is responsible, provided, however, that if such list is not provided to Producer by Lessor in accordance with the terms hereunder, then Lessor agrees that the Property has been satisfactorily restored to the Property's prior condition in accordance with the terms and conditions of this Agreement. Producer shall have the right to inspect the alleged damage. In the event that any actual and verifiable damages to the Property is caused directly by Producer's use of the Property, Producer agrees to pay for all necessary repairs.

Producer hereby agrees to indemnify and hold the undersigned harmless from any and all claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting directly from the gross negligence or willful misconduct of Producer while engaged in the aforementioned use of the Property; provided, that such claims do not arise out of the tortious conduct of or contractual breach by Lessor.

The dates for Producer's use of the Property are subject to change on account of change in production schedule and/or occurrences beyond Producer's control, including without limitation, any labor controversy, strike or threat of strike, act of God, weather conditions, epidemic and/or pandemic, governmental action, regulation, or decree, or for any other customary "force majeure" reason, including, without limitation, unavailability or failure of the showrunner, executive producer, producer, director, any other production personnel or any member of the cast to perform for any reasons (including, without limitation, death, illness, incapacity, disfigurement, failure, refusal or neglect). There shall be no additional compensation in the event Producer changes the dates it uses the Property. The parties acknowledge the existence of the current COVID-19 global pandemic. This Agreement is based on the parties' expectation that production of the Program will commence and proceed as scheduled. However, the parties acknowledge that Producer's ability to produce the Program as scheduled is uncertain. If production of the Program as scheduled is prevented, suspended, or postponed by reason of (and including but not limited to): (i) a high prevalence of COVID-19 (as determined by Producer in its sole discretion); (ii) a COVID-19 related government statute, regulation, or order; or (iii) the COVID-19 related absence, illness, or injury of any cast or crew member, the parties agree that any such event shall be considered a force majeure event and that Producer shall have the right to change the Date(s) it uses the Property.

It is further agreed that Lessor's rights and remedies in the event of a failure or an omission constituting a breach of this Agreement shall be limited to Lessor's right, if any, to recover monetary damages in a grievance/arbitration (in accordance with the arbitration provision below), but in no event shall Lessor be entitled by reason of any such breach to terminate this Agreement, or to enjoin or restrain the distribution, exhibition or other exploitation of any television program, motion picture or other production, or any subsidiary or allied rights with respect thereto and/or the advertising, promotion, publicizing or merchandising thereof, nor will Lessor have the right to terminate Lessor's services or obligations hereunder by reason of such breach.

Lessor represents and warrants that Lessor is the sole owner or the agent for the owner of the Property, that Lessor is fully authorized to enter into this Agreement, that Lessor has the right to grant Producer the right to use the Property as set forth hereunder and to grant each and all of the rights granted herein and that no further permission or consent of any other person or entity is necessary for Lessor to grant Producer the rights granted herein. Furthermore, Lessor represents and warrants that Lessor will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; Lessor will maintain the Property in useable condition for all uses by Producer contemplated hereunder; and it is not necessary for Producer to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Property as described herein. Lessor will indemnify and hold harmless Producer, and Producer's successors, licensees and assigns, and any person claiming under or through Producer, and Producer's officers, directors, shareholders, employees, agents and representatives of each of the foregoing persons and entities, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with Lessor's breach or alleged breach of any above representations or agreements.

Except as otherwise authorized by Producer and/or the telecaster or other exhibitor of the Program, Lessor shall not (and shall not authorize others to) publicize, advertise or promote the appearance of the Property in the Program. Lessor acknowledges and understands the valuable and proprietary nature of the Program and any information Lessor obtains or learns as a result of Producer's use of and filming the Property, including but not limited to information and photographs regarding the Producer, the Program participants, the set, storylines, premise and concept and methods of production shall be considered "Confidential Material". Lessor further acknowledges that Lessor may not disclose such Confidential Material to any third parties by any means, including, without limitation, via social media outlets such as Facebook, Instagram, TikTok, YouTube, Snapchat and Twitter, unless such information is already in the public domain or is required by law. Further, Lessor shall not use any name, logo, Program title, trademark or other proprietary mark of Producer or of its licensees or assigns in any manner. Lessor is strictly prohibited from taking any photographs or making any recordings of any kind of the activities of Producer (including, without limitation, the cast, crew, and/or the sets). Lessor agrees that any violation of the foregoing provisions shall constitute and be treated as a material breach of this Agreement, which will cause irreparable harm to Producer and/or the telecaster or other exhibitor of the Program entitling Producer to seek or obtain injunctive and other equitable relief (without posting bond) to prevent and/or cure any breach or threatened breach of this paragraph by Lessor. In addition, Lessor shall abide by any security, confidentiality and/or social media policies provided by Producer or exhibitor in writing.

Lessor is aware that federal law prohibits "payola" and "plugola," and Lessor acknowledges that it is unlawful to accept anything of value (except the payments payable hereunder) for promoting any product, service or company, or arranging for any person or product to appear, on the air. Lessor covenants that Lessor shall not violate any such law.

This Agreement shall be governed by and interpreted pursuant to the laws of the state of California applicable to agreements executed and to be wholly performed within said state. The parties consent to the jurisdiction and venue of the state of California in the city and county of Los Angeles. Except as otherwise provided in this Agreement, any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the JAMS Streamlined (for claims under US\$250,000.00) or the JAMS Comprehensive (for claims over US\$250,000.00) Arbitration Rules and Procedures ("JAMS Rules"), as said rules may be amended from time to time with full rights of discovery as

permitted in accordance with California law. It is agreed that the arbitration shall be before a single arbitrator familiar with entertainment law. The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Agreement. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the county of Los Angeles in connection with any petition to confirm an arbitration award obtained pursuant to this Section. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with JAMS Rules. The arbitration will be confidential and conducted in private and will not be open to the public or media. No matter relating to the arbitration (including, but not limited to, the testimony, evidence or result) may be: (i) made public in any manner or form; (ii) reported to any news agency or publisher; and/or (iii) disclosed to any third party not involved in the arbitration.

This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or of any other provision hereof.

ACCEPTED AND AGREED:

PRODUCER

LESSOR

Producer Representative (print) Title

Lessor's Representative (print) Title

Signature

Signature

American Legion Post 233

4635 Atlanta Hwy

Loganville, Ga 30052

To Whom It May Concern,

12/14/2022

This is an official request that the City of Loganville accept the Historical 40/8 Train as a donation to the City from The American Legion Post 233.

Sincerely,



Michael E. Burwell

**MICHAEL E. BURWELL
COMMANDER
AMERICAN LEGION POST 233
LOGANVILLE, GA 30052**



CITY COUNCIL MEETING MINUTES
Thursday, December 08, 2022 at 6:30 PM
Council Chambers

1. CALL TO ORDER

Mayor Skip Baliles called the meeting to order at 6:30pm.

PRESENT

Mayor Skip Baliles
 Council Member Jay Boland
 Council Member Linda Dodd
 Council Member Bill DuVall
 Council Member Anne Huntsinger
 Council Member Melanie Long
 Council Member Branden Whitfield

A. Invocation and Pledge to the Flag

Dr. Ronnie Barns, Calvary Baptist Church gave the invocation and Harold Tribble led the pledge to the flag.

B. Adoption of Agenda

Motion made by Council Member Huntsinger, Seconded by Council Member Dodd.
 Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.
 Motion carried 6-0.

2. CONSENT AGENDA

Council Member DuVall made a motion to approve the Consent Agenda as follows:

- A. K&A Underground, LLC - Fiber Boring and Installation
- B. 2023 LMIG / Water Quality Control Paving - NTE \$300,000 GF / NTE \$50,000 WF
- C. Stormwater Ordinance & Guidelines
- D. 11-07-2022 Called Council Meeting Minutes
- E. 11-10-2022 Regular Council Meeting Minute
- F. 12-01-2022 Called Council Meeting Minutes
- G. November Financial Report

Seconded by Council Member Huntsinger.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.
 Motion carried 6-0.

3. PLANNING & DEVELOPMENT COMMITTEE REPORT

- A. Case #A22-008:** Split Silk Properties LLC, requests Annexation of property located at 4900 Highway 78 Loganville, Ga. 30052 Walton County. Map/Parcel #C0210016. 5.84+/- acres.

Motion made by Council Member Dodd to approve the annexation. Seconded by Council Member Huntsinger.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

- B. Case #R22-009:** Split Silk Properties LLC - filed an application to rezone 5.84+/- acres located on 4900 Highway 78 Loganville, GA 30052, Map/Parcel # C0210016, Walton County, Georgia. The property owner is Teresa Needham. The current zoning is B2 & A2. The requested zoning is CH for the development of Commercial Center.

Council Member Dodd made a motion to rezone the property from B2 & A2 to CH. Council Member Dodd withdrew her motion.

Motion made by Council Member Huntsinger to rezone property from B2 & A2 with the following conditions:

- No Tattoo Parlors or Vape Shops allowed
- Decorative Monument Signage
- Evergreen trees planted in the landscape strip along Old Zion Cemetery. Leland Cypress trees planted 10 ft on center
- Dumpster screening

Seconded by Council Member Whitfield.

Voting Yea: Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Whitfield.

Voting Nay: Council Member Boland, Council Member Long.

Motion carried 4-2.

- C. Case #A22-012:** Mark Myers, requests Annexation of property located at 4706 Hwy 81 Loganville, Ga. 30052 Walton County. Map/Parcel #C0160006. 2.5+/- acres with a 50' strip along front of property to remain in the county.

Motion made by Council Member Dodd, Seconded by Council Member Whitfield.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

- D. Case #R22-013:** Mark Myers - filed an application to rezone 2.5+/- acres located on 4706 Hwy 81 Loganville, GA 30052, Map/Parcel # C0160006, Walton County, Georgia. The property owner is Smith, Richard Byrd & Rodney Don. The current zoning is A2. The requested zoning is CH for the development of Retail Shops with road alignment and outparcels.

Motion made by Council Member Dodd, Seconded by Council Member Huntsinger.

Voting Yea: Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Whitfield

Voting Nay: Council Member Boland, Council Member Long

Motion carried 4-2.

- E. Case #A22-014:** Mark Myers, requests Annexation of property located at 4746 Hwy 81 Loganville, Ga. 30052 Walton County. Map/Parcel #C0160006A00. 10.0+/- acres with a 50' strip along front of property to remain in the county.

Motion made by Council Member Dodd, Seconded by Council Member Huntsinger.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

- F. Case #R22-015:** Mark Myers - filed an application to rezone 10.0+/- acres located on 4746 Hwy 81 Loganville, GA 30052, Map/Parcel # C0160006A00, Walton County, Georgia. The property owner is Peggy Byrd and Donald Minsk. The current zoning is A2. The requested zoning is CH for the development of Retail Shops with road alignment and outparcels.

1 - The access management design for the subject property, including the full realignment of Rock Road, shall be submitted for review to the local authorities having jurisdiction in conjunction with the City of Loganville and in conformance with regulations imposed by the local authorities having jurisdiction. Approval of Rock Road realignment and access management design shall be required prior to issuance of a permit.

2 - All required access, traffic and sidewalk improvements associated with the proposed development (design and construction) shall be at the full expense of the developer and/or property owner. The developer and/or property owner shall convey the necessary right-of-way to be dedicated to the City of Loganville or those authorities having jurisdiction. The road alignment shall be substantially similar to the exhibit provided with the zoning application.

3 - No other vehicular access to the subject parcel shall be allowed from the existing Rock Road and Hwy 81 without review and approval by the local authorities having jurisdiction and City of Loganville. The access points shall be designed and constructed to be substantially similar to the exhibit provided with the zoning application.

4 - Any permit approvals required from other authorities having jurisdiction (i.e. GDOT, Walton County) or public easements and property acquisition from private property owners or Home Owner's Associations for off-site improvements related to the realignment of Rock Road, shall be obtained by the developer and/or property owner of the subject property and submitted for review and approval to the City of Loganville. Prior to a development permit being issued, the developer and/or property owner shall exhaust all reasonable measures to obtain permit approvals and property acquisition and documentation shall be provided to the City of Loganville in this regard. If all reasonable measures to obtain jurisdictional permit approvals, public easements and property acquisition from private properties fail, the developer/property owner shall design and construct the portions of the Rock Road realignment contained within the subject property, in addition to a driveway connection with existing Rock Road (to be substantially similar to the exhibit provided with the zoning application).

Motion made by Council Member Dodd with the following conditions:

Seconded by Council Member DuVall.

Voting Yea: Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Whitfield

Voting Nay: Council Member Boland, Council Member Long

Motion carried 4-2.

G. Tree Ordinance & Guidelines

Motion made by Council Member Dodd to cease any further discussion of a Tree Ordinance at this time. Seconded by Council Member Whitfield.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Whitfield.

Voting Nay: Council Member Long.

Motion carried 5-1.

4. FINANCE / HUMAN RESOURCES COMMITTEE REPORT

A. Movie Contract Approval

Motion made by Council Member Huntsinger to approve the contract with the total amount of occupancy of shall not exceed 142 day without prior approval of the council. Seconded by Council Member Dodd.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield

Motion carried 6-0.

5. PUBLIC UTILITIES / TRANSPORTATION COMMITTEE REPORT

A. Development Permit Moratorium

Motion made by Council Member DuVall to lift the Development Permit Moratorium. Seconded by Council Member Whitfield.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

6. ADJOURNMENT

Motion made by Council Member Dodd, Seconded by Council Member Boland.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

Meeting Adjourned at 7:37pm.

Skip Baliles
Mayor

Kristi Ash
Deputy Clerk



FINANCE COMMITTEE MEETING MINUTES
Thursday, December 15, 2022 at 10:00 AM
Council Chambers

1. NEW BUSINESS

Chairwoman Anne Huntsinger called the meeting to order at 10:02am.

PRESENT

- Chairwoman Anne Huntsinger
- Committee Member Jay Boland
- Committee Member Linda Dodd
- Mayor Skip Baliles

A. Recycling and Rates Waste Management

Chairwoman Anne Huntsinger explained that the purpose of this meeting was to discuss recycling and rates. City Manager Danny Roberts explained that the current contract has an automatic adjustment per CPI with notice to the Council and residents. He further explained that at the time the contract was done there was charge for recycling. It is now costing Waste Management to recycle and is becoming costly. The suggestion has been that we remove recycling from the contract and charge for it for those who are interested in that service.

Walt Ritter spoke on behalf of Waste Management. He explained that the recycling program is no longer making money. It is now costing the company to take the goods to have them processed. Their suggestion is to make the recycling program a subscription service.

Rick Latham with Latham Sanitation explained that this is the approach that they took in Grayson and it was very successful in Grayson.

After much discussion, Waste Management is to work out the contract and send it to the City. The City will review and decide what to charge. Waste Management will have the contract to the City sometime in January so it can be voted on at the February council meeting.

Motion made by Chairwoman Huntsinger to allow City Manager Danny Roberts to open negotiations for the subscription service without the CPI increase for the remaining two years of the contract, Seconded by Committee Member Dodd.

Voting Yea: Committee Member Boland, Committee Member Dodd. Motion carried 3-0.

2. ADJOURNMENT

Meeting was adjourned at 10:58am.



City of Loganville

Section 2, Item L.

Income Statement Account Summary

For Fiscal: 2022-2023 Period Ending: 12/31/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining	
Fund: 100 - General Fund							
Department: 0000 - Non-Departmental							
100-0000-311100	Real Property Taxes - Current	6,300,000.00	6,300,000.00	-1,078.44	6,845,722.89	6,845,722.89	-545,722.89
100-0000-311131	Motor Vehicle Tax - Current	40,000.00	40,000.00	2,897.43	14,481.63	14,481.63	25,518.37
100-0000-311132	Mobile Home Tax - Current	7,000.00	7,000.00	0.00	707.39	707.39	6,292.61
100-0000-311133	Intangible Tax - Current	120,000.00	120,000.00	10,260.99	72,094.30	72,094.30	47,905.70
100-0000-311300	Personal Property - Current	425,000.00	425,000.00	-675.19	452,376.83	452,376.83	-27,376.83
100-0000-311315	Motor Vehicle Tax Taxes	450,000.00	450,000.00	56,465.16	269,164.11	269,164.11	180,835.89
100-0000-311600	Real Estate Transfer Tax	45,000.00	45,000.00	2,967.52	17,996.05	17,996.05	27,003.95
100-0000-311700	Electric Franchise Tax	610,000.00	610,000.00	0.00	0.00	0.00	610,000.00
100-0000-311730	Gas Franchise Tax	92,000.00	92,000.00	0.00	104,969.30	104,969.30	-12,969.30
100-0000-311750	Television Cable Franchise Tax	125,000.00	125,000.00	0.00	60,476.50	60,476.50	64,523.50
100-0000-311760	Telephone Franchise Tax	6,600.00	6,600.00	0.00	2,591.87	2,591.87	4,008.13
100-0000-313100	Local Option Sales Tax & Use Tax	1,800,000.00	1,800,000.00	175,536.99	928,524.11	928,524.11	871,475.89
100-0000-314100	Excise Tax By Drink	35,000.00	35,000.00	8,514.42	22,925.44	22,925.44	12,074.56
100-0000-314200	Alcoholic Beverage Excise Tax	460,000.00	460,000.00	33,821.18	227,075.07	227,075.07	232,924.93
100-0000-316100	Business & Occupation Taxes	500,000.00	500,000.00	74,505.90	218,637.67	218,637.67	281,362.33
100-0000-316200	Insurance Premium Taxes	900,000.00	900,000.00	0.00	1,206,197.04	1,206,197.04	-306,197.04
100-0000-316400	Energy Excise Tax Gw	500.00	500.00	146.22	675.87	675.87	-175.87
100-0000-319110	Real Property Tax Penalties	25,000.00	25,000.00	10,245.01	14,849.06	14,849.06	10,150.94
100-0000-319120	Personal Property Tax Penalties	5,000.00	5,000.00	1,484.36	2,391.32	2,391.32	2,608.68
100-0000-319500	Fifa	8,000.00	8,000.00	0.00	200.00	200.00	7,800.00
100-0000-321110	Beer & Wine License / Permit	32,000.00	32,000.00	2,400.00	28,400.00	28,400.00	3,600.00
100-0000-321140	Liquor License / Permit	35,000.00	35,000.00	100.00	33,600.00	33,600.00	1,400.00
100-0000-322200	Sign Permits	6,000.00	6,000.00	500.00	3,625.00	3,625.00	2,375.00
100-0000-322240	Development Permits	7,000.00	7,000.00	392.50	3,917.50	3,917.50	3,082.50
100-0000-323100	Building Permits	200,000.00	200,000.00	7,855.35	212,077.92	212,077.92	-12,077.92
100-0000-323190	Fire Inspections	60,000.00	60,000.00	8,475.00	29,097.20	29,097.20	30,902.80
100-0000-331150	Lci Study Grant	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00
100-0000-334500	Miscellaneous Grants	0.00	0.00	0.00	28,720.00	28,720.00	-28,720.00
100-0000-335120	Intergovernmental Revenues	55,000.00	55,000.00	0.00	143,807.30	143,807.30	-88,807.30
100-0000-335121	Lmig Road Work	137,552.00	137,552.00	0.00	0.00	0.00	137,552.00
100-0000-338000	Housing Auth - In Lieu Of Taxes	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
100-0000-341120	Probation Fee	200,000.00	200,000.00	15,469.00	91,711.25	91,711.25	108,288.75
100-0000-341300	Administrative Fee - Capital Recove	50,000.00	50,000.00	1,197.40	80,489.22	80,489.22	-30,489.22
100-0000-341301	Engineering Plan Review Fees	15,000.00	15,000.00	2,045.60	4,595.60	4,595.60	10,404.40
100-0000-341302	Administrative Plan Review Fees	50,000.00	50,000.00	2,360.04	113,697.85	113,697.85	-63,697.85
100-0000-341303	Annexation Application	0.00	0.00	0.00	900.00	900.00	-900.00
100-0000-341304	Alcoholic Beverage Application	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00
100-0000-341305	Rezoning Application	1,500.00	1,500.00	0.00	3,000.00	3,000.00	-1,500.00
100-0000-341306	Variance Application	1,500.00	1,500.00	0.00	300.00	300.00	1,200.00
100-0000-341390	Epd - Npdes Fees	4,000.00	4,000.00	62.80	815.60	815.60	3,184.40
100-0000-341391	Sign Reimbursements	0.00	0.00	0.00	50.00	50.00	-50.00
100-0000-341392	Land Disturbance Permit	2,000.00	2,000.00	100.00	1,878.20	1,878.20	121.80
100-0000-341400	Printing & Duplicating Services	500.00	500.00	212.35	454.72	454.72	45.28
100-0000-341700	Admin Charges	60,000.00	60,000.00	3,575.00	40,800.00	40,800.00	19,200.00
100-0000-342120	Accident Reports	6,500.00	6,500.00	790.00	3,760.00	3,760.00	2,740.00
100-0000-342320	Fingerprinting Fees	250.00	250.00	-13.25	-64.75	-64.75	314.75
100-0000-346400	Background Check Fees	5,000.00	5,000.00	625.00	5,730.00	5,730.00	-730.00
100-0000-349300	Bad Check Fees	200.00	200.00	0.00	30.00	30.00	170.00
100-0000-351170	Municipal Court Fines	500,000.00	500,000.00	23,188.00	155,999.00	155,999.00	344,001.00
100-0000-351171	Code Enforcement Fines	200.00	200.00	100.00	250.00	250.00	-50.00
100-0000-351175	Fire Fines And Fees	0.00	0.00	0.00	725.00	725.00	-725.00

Income Statement

For Fiscal: 2022-2023 Per

Section 2, Item L. 2

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-0000-361000	Interest Revenues	5,000.00	5,000.00	0.00	6,337.03	6,337.03	-1,337.03
100-0000-371250	Police Fund Donations	1,000.00	1,000.00	-9,437.87	90.08	90.08	909.92
100-0000-371300	D.A.R.E. Fund Donations	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-0000-389000	Bank Charges & Misc.	3,000.00	3,000.00	1,081.03	3,039.80	3,039.80	-39.80
100-0000-389150	Rental Receipts	40,000.00	40,000.00	2,675.00	28,262.50	28,262.50	11,737.50
100-0000-389175	Event Receipts	60,000.00	60,000.00	1,374.50	36,368.91	36,368.91	23,631.09
100-0000-391220	Transfers In - Sanitation Fund	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00
100-0000-391230	Transfer In - Hotel/Motel	40,000.00	40,000.00	14,842.19	16,002.82	16,002.82	23,997.18
100-0000-392000	Sale Of Surplus Property	0.00	0.00	76,013.37	76,013.37	76,013.37	-76,013.37
Department: 0000 - Non-Departmental Total:		13,964,402.00	13,964,402.00	531,074.56	11,616,537.57	11,616,537.57	2,347,864.43
Department: 1100 - Legislative							
100-1100-511100	Salaries & Wages - Council	48,000.00	48,000.00	4,000.00	22,840.00	22,840.00	25,160.00
100-1100-512200	Fica & Medicare	3,672.00	3,672.00	306.00	1,747.27	1,747.27	1,924.73
100-1100-512400	Pmts To Retirement Sys	6,400.00	6,400.00	564.74	3,373.65	3,373.65	3,026.35
100-1100-512810	Uniforms	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-1100-521201	Legal Expenses	15,000.00	15,000.00	0.00	3,401.00	3,401.00	11,599.00
100-1100-521301	Computer Services	1,000.00	1,000.00	0.00	-309.29	-179.44	1,179.44
100-1100-523400	Printing & Binding	250.00	250.00	0.00	0.00	0.00	250.00
100-1100-523500	Travel	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
100-1100-523600	Dues & Fees	0.00	0.00	0.00	875.00	875.00	-875.00
100-1100-523700	Education & Training	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
100-1100-523900	Other	1,000.00	1,000.00	0.00	381.56	397.56	602.44
100-1100-529910	Municipal Meetings	1,000.00	1,000.00	0.00	150.00	150.00	850.00
100-1100-529989	Contingency	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1100-531100	General Supplies & Mater	500.00	500.00	0.00	126.12	126.12	373.88
100-1100-531300	Food	1,000.00	1,000.00	0.00	84.20	84.20	915.80
100-1100-531700	Other Supplies	500.00	500.00	0.00	0.00	0.00	500.00
Department: 1100 - Legislative Total:		103,322.00	103,322.00	4,870.74	32,669.51	32,815.36	70,506.64
Department: 1300 - Executive							
100-1300-511100	Salaries & Wages - Executive	260,000.00	260,000.00	28,846.80	129,919.23	129,919.23	130,080.77
100-1300-511300	Overtime Pay	500.00	500.00	0.00	0.00	0.00	500.00
100-1300-512100	Group Insurance	82,000.00	82,000.00	47.64	40,993.11	40,993.11	41,006.89
100-1300-512200	Fica & Medicare	21,000.00	21,000.00	2,205.14	9,838.77	9,838.77	11,161.23
100-1300-512400	Pmts To Retirement Sys	36,000.00	36,000.00	3,058.89	18,273.36	18,273.36	17,726.64
100-1300-512700	Workers Compensation	800.00	800.00	0.00	249.48	249.48	550.52
100-1300-512810	Uniforms	500.00	500.00	0.00	0.00	0.00	500.00
100-1300-521200	Professional Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-1300-521201	Legal Expenses	6,000.00	6,000.00	0.00	2,071.00	2,071.00	3,929.00
100-1300-521202	Engineering Fees	10,000.00	10,000.00	20,212.00	31,996.75	31,996.75	-21,996.75
100-1300-523400	Printing & Binding	0.00	0.00	0.00	0.00	503.71	-503.71
100-1300-523500	Travel	1,000.00	1,000.00	559.50	559.50	559.50	440.50
100-1300-523510	City Manager Car Allowance	9,100.00	9,100.00	1,050.00	4,448.50	4,448.50	4,651.50
100-1300-523600	Dues & Fees	250.00	250.00	0.00	3,727.36	3,727.36	-3,477.36
100-1300-523700	Education & Training	2,500.00	2,500.00	0.00	435.00	435.00	2,065.00
100-1300-523900	Other	3,500.00	3,500.00	82.45	445.33	545.33	2,954.67
100-1300-529989	Contingency	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1300-531100	General Supplies & Mater	1,500.00	1,500.00	176.28	176.28	176.28	1,323.72
100-1300-531101	Office Supplies	1,000.00	1,000.00	0.00	122.36	122.36	877.64
100-1300-531102	Computer Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1300-531114	Flowers & Plants	500.00	500.00	0.00	276.23	276.23	223.77
100-1300-531300	Food	1,500.00	1,500.00	2,759.43	4,710.07	4,710.07	-3,210.07
100-1300-531600	Sm Equip Purchase <\$5,000	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1300-531700	Other Supplies	500.00	500.00	0.00	0.00	0.00	500.00
Department: 1300 - Executive Total:		446,150.00	446,150.00	58,998.13	248,242.33	248,846.04	197,303.96
Department: 1510 - Financial Administration							
100-1510-511100	Salaries & Wages - Gen Adm/Ch	297,205.00	297,205.00	33,560.78	147,167.38	147,167.38	150,037.62
100-1510-511300	Overtime Pay	3,200.00	3,200.00	204.11	921.36	921.36	2,278.64
100-1510-512100	Group Insurance	101,300.00	101,300.00	0.00	50,643.00	50,643.00	50,657.00

Income Statement

For Fiscal: 2022-2023 Per

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-1510-512200	Fica & Medicare	22,985.00	22,985.00	2,521.27	10,999.20	10,999.20	11,985.80
100-1510-512400	Pmts To Retirement Sys	41,650.00	291,650.00	253,496.60	270,888.19	270,888.19	20,761.81
100-1510-512700	Workers Compensation	5,900.00	5,900.00	0.00	2,307.48	2,307.48	3,592.52
100-1510-521101	Fifa Expense	1,500.00	1,500.00	0.00	42.00	42.00	1,458.00
100-1510-521200	City Attorney & Retainer	10,000.00	10,000.00	0.00	1,026.00	1,026.00	8,974.00
100-1510-521202	Engineering Fees	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-1510-521203	Audit Fees	20,000.00	20,000.00	0.00	3,500.00	3,500.00	16,500.00
100-1510-521205	Cpa Expense	12,000.00	12,000.00	6,615.00	6,615.00	6,615.00	5,385.00
100-1510-521207	Codification Of City Code	1,800.00	1,800.00	0.00	203.22	203.22	1,596.78
100-1510-522201	Office Equip-Rep & Maint	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1510-523130	General Liability	43,000.00	43,000.00	0.00	47,904.00	47,904.00	-4,904.00
100-1510-523201	Postage	8,500.00	8,500.00	982.38	4,303.26	4,303.26	4,196.74
100-1510-523301	Advertising Expense	1,500.00	1,500.00	210.00	1,194.00	1,194.00	306.00
100-1510-523400	Printing & Binding	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-1510-523600	Dues & Fees	12,000.00	12,000.00	5,628.26	10,354.46	10,354.46	1,645.54
100-1510-523700	Education & Training	1,000.00	1,000.00	0.00	229.00	229.00	771.00
100-1510-523900	Other	1,500.00	1,500.00	115.00	3,792.79	3,792.79	-2,292.79
100-1510-531100	General Supplies & Materials	3,203.00	3,203.00	539.07	1,736.37	1,749.38	1,453.62
100-1510-531101	Office Supplies	7,000.00	7,000.00	279.76	3,792.26	4,203.87	2,796.13
100-1510-531112	Flowers & Plants	500.00	500.00	0.00	284.32	284.32	215.68
100-1510-531700	Other Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1510-541200	Site Improvements	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00
100-1510-541300	Buildings	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00
100-1510-581200	Principal - Lease	109,501.00	109,501.00	27,299.93	54,451.20	54,451.20	55,049.80
100-1510-582200	Interest - Leases	23,442.00	23,442.00	5,935.39	12,019.44	12,019.44	11,422.56
Department: 1510 - Financial Administration Total:		787,186.00	1,037,186.00	337,387.55	634,373.93	634,798.55	402,387.45
Department: 1535 - It - Data Processing/Mis							
100-1535-511100	Regular Pay	132,000.00	132,000.00	16,312.38	69,401.42	69,401.42	62,598.58
100-1535-511300	Overtime Pay	1,000.00	1,000.00	123.93	579.48	579.48	420.52
100-1535-512100	Group Insurance	40,000.00	40,000.00	0.00	14,322.00	14,322.00	25,678.00
100-1535-512200	Fica & Medicare	10,175.00	10,175.00	1,234.19	5,229.43	5,229.43	4,945.57
100-1535-512400	Pmts To Retirement Sys	20,000.00	20,000.00	1,552.97	9,277.23	9,277.23	10,722.77
100-1535-512810	Uniforms	750.00	750.00	158.18	390.11	390.11	359.89
100-1535-521208	Professional Service	1,050.00	1,050.00	0.00	0.00	0.00	1,050.00
100-1535-521301	Computer Services	120,000.00	120,000.00	10,325.73	73,738.96	73,816.33	46,183.67
100-1535-521302	Drug Testing	50.00	50.00	0.00	0.00	0.00	50.00
100-1535-522201	Office Equip-Rep & Maint	32,315.00	32,315.00	1,202.56	17,972.66	17,972.66	14,342.34
100-1535-522206	Computer Repair & Maint	21,950.00	21,950.00	0.00	5,600.19	5,047.58	16,902.42
100-1535-523130	General Liability	9,311.00	9,311.00	0.00	12,438.40	12,438.40	-3,127.40
100-1535-523200	Telephone	49,930.00	49,930.00	6,232.03	27,155.99	27,155.99	22,774.01
100-1535-523201	Postage	250.00	250.00	0.00	15.79	15.79	234.21
100-1535-523600	Dues & Fees	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-1535-523700	Education & Training	7,200.00	7,200.00	330.00	330.00	330.00	6,870.00
100-1535-523900	Other	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1535-531100	General Supplies & Mater	800.00	800.00	504.62	703.62	789.22	10.78
100-1535-531101	Office Supplies	1,500.00	1,500.00	108.69	927.43	927.43	572.57
100-1535-531102	Computer Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1535-531600	Sm Equip Purchase <\$5,000	53,275.00	53,275.00	2,658.23	4,889.57	24,587.89	28,687.11
100-1535-531700	Other Supplies	100.00	100.00	0.00	0.00	0.00	100.00
100-1535-541400	Infrastructure	71,000.00	71,000.00	196.06	43,157.50	43,157.50	27,842.50
100-1535-542200	Vehicles	40,500.00	40,500.00	0.00	0.00	0.00	40,500.00
100-1535-542400	Computer Equipment	0.00	0.00	0.00	1,229.25	0.00	0.00
Department: 1535 - It - Data Processing/Mis Total:		616,656.00	616,656.00	40,939.57	287,359.03	305,438.46	311,217.54
Department: 1565 - General Gov Building & PI							
100-1565-511100	Regular Pay	57,000.00	57,000.00	6,549.40	42,812.86	42,812.86	14,187.14
100-1565-512100	Group Insurance	18,000.00	18,000.00	0.00	17,659.50	17,659.50	340.50
100-1565-512200	Fica & Medicare	4,360.00	4,360.00	482.15	3,108.54	3,108.54	1,251.46
100-1565-512400	Pmts To Retirement Sys	8,000.00	8,000.00	670.60	4,006.08	4,006.08	3,993.92
100-1565-512700	Workers Compensation	8,000.00	8,000.00	0.00	7,801.60	7,801.60	198.40

Income Statement

For Fiscal: 2022-2023 Per

Section 2, Item L.

2

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-1565-512810	Uniforms	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-1565-521200	Contracted Professional Services	30,000.00	30,000.00	6,521.34	21,637.68	21,637.68	8,362.32
100-1565-521301	Computer Services	0.00	0.00	0.00	29.99	29.99	-29.99
100-1565-521302	Drug Testing	100.00	100.00	0.00	0.00	0.00	100.00
100-1565-522201	Office Equip-Rep & Maint	0.00	0.00	1,984.51	1,984.51	1,984.51	-1,984.51
100-1565-522203	Mach & Equip Rep & Maint	0.00	0.00	0.00	872.00	872.00	-872.00
100-1565-522204	Building Repairs & Maint	130,000.00	130,000.00	2,164.88	29,880.09	29,983.19	100,016.81
100-1565-522207	Park Maintenance & Recreation	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00
100-1565-523140	Property Insurance	17,000.00	17,000.00	0.00	17,000.00	17,000.00	0.00
100-1565-523200	Telephone	0.00	0.00	82.50	165.00	165.00	-165.00
100-1565-523500	Travel	500.00	500.00	0.00	0.00	0.00	500.00
100-1565-523700	Education & Training	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-1565-523800	Licenses	100.00	100.00	0.00	0.00	0.00	100.00
100-1565-523900	Other	2,500.00	2,500.00	0.00	52.99	52.99	2,447.01
100-1565-531100	General Supplies & Mater	10,000.00	10,000.00	2,570.38	3,513.31	3,513.31	6,486.69
100-1565-531105	Hand Tools	1,000.00	1,000.00	0.00	98.16	98.16	901.84
100-1565-531210	Water & Sewer Utility	60,000.00	60,000.00	2,983.42	23,784.88	23,784.88	36,215.12
100-1565-531220	Natural Gas	35,000.00	35,000.00	4,104.50	8,186.97	8,186.97	26,813.03
100-1565-531230	Electricity	190,000.00	190,000.00	12,043.54	67,725.63	67,725.63	122,274.37
100-1565-531600	Sm Equip Purchase <\$5,000	3,000.00	3,000.00	0.00	488.56	488.56	2,511.44
100-1565-531700	Other Supplies	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
100-1565-541200	Site Improvements	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
100-1565-542100	Machinery	20,000.00	20,000.00	0.00	19,517.76	19,517.76	482.24
Department: 1565 - General Gov Building & PI Total:		623,560.00	623,560.00	40,157.22	270,326.11	270,429.21	353,130.79
Department: 2000 - Judicial							
100-2000-511100	Salaries & Wages - Judge	222,500.00	222,500.00	17,879.09	74,619.46	74,619.46	147,880.54
100-2000-511300	Overtime Pay	250.00	250.00	5.86	101.03	101.03	148.97
100-2000-512100	Group Insurance	60,000.00	60,000.00	0.00	17,917.50	17,917.50	42,082.50
100-2000-512200	Fica & Medicare	15,500.00	15,500.00	1,323.78	5,479.67	5,479.67	10,020.33
100-2000-512400	Pmts To Retirement Sys	28,000.00	28,000.00	2,382.40	14,232.12	14,232.12	13,767.88
100-2000-521201	Legal Expenses	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-2000-521202	JUDGE	25,000.00	25,000.00	2,083.33	12,499.98	12,499.98	12,500.02
100-2000-521204	Solicitor	14,000.00	14,000.00	1,750.00	8,750.00	8,750.00	5,250.00
100-2000-521205	Public Defender	20,000.00	20,000.00	1,325.25	8,298.45	8,298.45	11,701.55
100-2000-521210	Contract Labor - Other	3,500.00	3,500.00	100.00	925.00	925.00	2,575.00
100-2000-523500	Travel	1,000.00	1,000.00	0.00	86.87	86.87	913.13
100-2000-523600	Dues & Fees	300.00	300.00	0.00	0.00	0.00	300.00
100-2000-523700	Education & Training	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
100-2000-523900	Other	500.00	500.00	0.00	0.00	0.00	500.00
100-2000-531100	General Supplies & Mater	3,000.00	3,000.00	152.62	1,104.53	1,104.53	1,895.47
100-2000-571010	Prisoner Expense	45,000.00	45,000.00	1,985.96	12,417.63	12,417.63	32,582.37
100-2000-571030	Peace Officer'S A&B Fund	50,000.00	50,000.00	2,298.12	12,726.71	12,726.71	37,273.29
100-2000-571040	Local Victim Assistance Fund	25,000.00	25,000.00	983.43	5,848.30	5,848.30	19,151.70
100-2000-571050	Drug Abuse Education	7,000.00	7,000.00	513.93	3,027.77	3,027.77	3,972.23
100-2000-571060	Courtware Solutions	52,000.00	52,000.00	5,500.00	17,615.14	17,615.14	34,384.86
100-2000-571090	Consolidated Remittance	95,000.00	95,000.00	4,372.10	25,579.28	25,579.28	69,420.72
Department: 2000 - Judicial Total:		675,050.00	675,050.00	42,655.87	221,229.44	221,229.44	453,820.56
Department: 3200 - Police							
100-3200-511100	Salaries & Wages - Police	1,860,000.00	1,860,000.00	217,481.50	895,291.06	895,291.06	964,708.94
100-3200-511300	Overtime Pay	92,300.00	92,300.00	23,206.32	76,957.78	76,957.78	15,342.22
100-3200-511301	Overtime Pay Dea	42,000.00	42,000.00	0.00	9,099.61	9,099.61	32,900.39
100-3200-512100	Group Insurance	650,000.00	650,000.00	0.00	296,801.50	296,801.50	353,198.50
100-3200-512200	Fica & Medicare	153,500.00	153,500.00	17,787.40	71,710.11	71,710.11	81,789.89
100-3200-512400	Pmts To Retirement Sys	252,000.00	252,000.00	21,882.81	130,724.73	130,724.73	121,275.27
100-3200-512700	Workers Compensation	101,000.00	101,000.00	0.00	30,505.59	30,505.59	70,494.41
100-3200-512810	Uniforms	25,000.00	25,000.00	3,709.42	15,083.20	13,147.83	11,852.17
100-3200-521201	Legal Expenses	0.00	0.00	0.00	228.00	228.00	-228.00
100-3200-521209	Professional Service	5,200.00	5,200.00	263.02	3,235.10	3,701.12	1,498.88
100-3200-521301	Computer Services	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00

Income Statement

For Fiscal: 2022-2023 Per

Section 2, Item L. 2

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-3200-521302	Pre-Employment Screening	1,500.00	1,500.00	115.00	670.00	670.00	830.00
100-3200-522201	Office Equip-Rep & Maint	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-3200-522202	Auto & Truck Rep & Maint	0.00	0.00	0.00	0.00	155.00	-155.00
100-3200-522203	Mach & Equip Rep & Maint	8,500.00	8,500.00	0.00	4,209.48	4,530.48	3,969.52
100-3200-523160	Law Enforcement Liabili	19,000.00	19,000.00	0.00	18,982.00	18,982.00	18.00
100-3200-523400	Printing & Binding	2,000.00	2,000.00	0.00	548.00	598.00	1,402.00
100-3200-523500	Travel	2,000.00	2,000.00	0.00	727.70	727.70	1,272.30
100-3200-523600	Dues & Fees	2,000.00	2,000.00	21.00	782.95	1,174.95	825.05
100-3200-523700	Education & Training	4,000.00	4,000.00	0.00	750.00	750.00	3,250.00
100-3200-523900	Other	2,500.00	2,500.00	0.00	2,748.95	2,748.95	-248.95
100-3200-523905	Police Fund Expenses	3,000.00	3,000.00	0.00	771.42	2,539.67	460.33
100-3200-523910	D.A.R.E Expenses	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-3200-531100	General Supplies & Mater	18,000.00	18,000.00	1,334.23	6,597.94	7,604.36	10,395.64
100-3200-531101	Office Supplies	13,000.00	13,000.00	550.99	4,878.26	5,073.47	7,926.53
100-3200-531102	Computer Supplies	500.00	500.00	0.00	0.00	0.00	500.00
100-3200-531104	Ammunition	12,000.00	12,000.00	6,368.68	6,368.68	10,193.48	1,806.52
100-3200-531270	Gasoline Expense	0.00	0.00	0.00	240.13	291.99	-291.99
100-3200-531600	Sm Equip Purchase <\$5,000	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
100-3200-531730	Neighborhood Watch	500.00	500.00	0.00	0.00	0.00	500.00
100-3200-542200	Vehicles	102,000.00	102,000.00	0.00	0.00	0.00	102,000.00
100-3200-571010	Prisoner Expense	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
Department: 3200 - Police Total:		3,389,500.00	3,389,500.00	292,720.37	1,577,912.19	1,584,207.38	1,805,292.62
Department: 3500 - Fire							
100-3500-511100	Salaries & Wages - Fire Dept	1,855,394.00	1,855,394.00	196,929.25	832,692.72	832,692.72	1,022,701.28
100-3500-511300	Overtime Pay	61,303.00	61,303.00	8,742.53	18,268.84	18,268.84	43,034.16
100-3500-512100	Group Insurance	645,357.00	645,357.00	0.00	245,490.50	245,490.50	399,866.50
100-3500-512110	Fire Cancer Insurance-Hb 146	5,256.00	5,256.00	2,267.49	4,672.44	4,672.44	583.56
100-3500-512200	Fica & Medicare	146,625.00	146,625.00	15,124.32	61,839.29	61,839.29	84,785.71
100-3500-512400	Pmts To Retirement Sys	249,000.00	249,000.00	21,828.62	130,401.03	130,401.03	118,598.97
100-3500-512700	Workers Compensation	50,340.00	50,340.00	0.00	16,621.87	16,621.87	33,718.13
100-3500-512810	Uniforms	20,100.00	20,100.00	0.00	0.00	0.00	20,100.00
100-3500-512810	Professional -Med Service	11,480.00	11,480.00	0.00	0.00	11,480.00	0.00
100-3500-512302	Drug Testing	250.00	250.00	0.00	200.00	200.00	50.00
100-3500-522203	Mach & Equip Rep & Maint	26,850.00	26,850.00	117.98	4,996.37	19,916.37	6,933.63
100-3500-523500	Travel	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-3500-523600	Dues & Fees	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-3500-523700	Education & Training	10,000.00	10,000.00	0.00	1,345.50	1,345.50	8,654.50
100-3500-523750	Fire Prevention & Train	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-3500-523800	Licenses	500.00	500.00	0.00	223.25	180.00	320.00
100-3500-523900	Other	3,500.00	3,500.00	1,380.00	1,380.00	1,380.00	2,120.00
100-3500-531100	General Supplies & Mater	10,000.00	10,000.00	1,857.08	3,197.51	3,672.26	6,327.74
100-3500-531101	Office Supplies	2,000.00	2,000.00	0.00	445.58	431.79	1,568.21
100-3500-531600	Sm Equip Purchase <\$5,000	46,353.00	46,353.00	7,440.00	7,771.06	7,771.06	38,581.94
100-3500-531700	Other Supplies	1,000.00	1,000.00	491.29	491.29	491.29	508.71
100-3500-531710	Medical Supplies	17,000.00	17,000.00	4,018.60	5,447.39	5,652.27	11,347.73
100-3500-541300	Buildings	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-3500-581200	Principal - Lease	146,170.00	146,170.00	0.00	0.00	146,169.08	0.92
100-3500-582200	Interest - Leases	11,332.00	11,332.00	0.00	0.00	11,331.19	0.81
Department: 3500 - Fire Total:		3,333,810.00	3,333,810.00	260,197.16	1,335,484.64	1,520,007.50	1,813,802.50
Department: 4100 - Public Works							
100-4100-511100	Salaries & Wages - Public Works	377,912.00	377,912.00	43,388.56	161,267.12	161,267.12	216,644.88
100-4100-511300	Overtime Pay	1,000.00	1,000.00	79.98	79.98	79.98	920.02
100-4100-512100	Group Insurance	213,033.00	213,033.00	0.00	86,562.75	86,562.75	126,470.25
100-4100-512200	Fica & Medicare	30,674.00	30,674.00	3,115.09	11,371.48	11,371.48	19,302.52
100-4100-512400	Pmts To Retirement Sys	54,000.00	54,000.00	4,446.12	26,560.47	26,560.47	27,439.53
100-4100-512700	Workers Compensation	46,137.00	46,137.00	0.00	15,737.03	15,737.03	30,399.97
100-4100-512810	Uniforms	7,000.00	7,000.00	333.31	2,224.53	3,695.49	3,304.51
100-4100-521302	Drug Testing	50.00	50.00	0.00	50.00	50.00	0.00
100-4100-522140	Lawn Care	7,000.00	7,000.00	0.00	2,740.90	3,144.90	3,855.10

Income Statement

For Fiscal: 2022-2023 Per

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-4100-522203	Mach & Equip Rep & Maint	7,000.00	7,000.00	75.00	4,943.16	6,090.92	909.08
100-4100-522320	Rental-Equipment/Vehicle	1,000.00	1,000.00	1,211.60	1,211.60	1,211.60	-211.60
100-4100-523900	Other	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-4100-531100	General Supplies & Materials	7,000.00	7,000.00	428.74	5,849.51	6,199.11	800.89
100-4100-531105	Hand Tools	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
100-4100-531250	Oil Expense	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-4100-531600	Sm Equip Purchase <\$5,000	5,000.00	5,000.00	0.00	466.09	466.09	4,533.91
100-4100-531700	Other Supplies	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
	Department: 4100 - Public Works Total:	769,806.00	769,806.00	53,078.40	319,064.62	322,436.94	447,369.06
Department: 4200 - Highways And Streets							
100-4200-511100	Regular Pay	194,366.00	194,366.00	21,643.35	84,136.37	84,136.37	110,229.63
100-4200-511300	Overtime Pay	5,000.00	5,000.00	262.25	611.22	611.22	4,388.78
100-4200-512100	Group Insurance	73,454.00	73,454.00	0.00	34,286.00	34,286.00	39,168.00
100-4200-512200	Fica & Medicare	14,869.00	14,869.00	1,628.00	6,214.66	6,214.66	8,654.34
100-4200-512400	Pmts To Retirement Sys	27,069.00	27,069.00	2,286.71	13,660.47	13,660.47	13,408.53
100-4200-512810	Uniforms	500.00	500.00	0.00	0.00	0.00	500.00
100-4200-521202	Engineering Fees	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
100-4200-521302	Drug Test & Med Service	200.00	200.00	0.00	100.00	100.00	100.00
100-4200-521303	Technical Services	3,000.00	3,000.00	0.00	2,940.00	2,940.00	60.00
100-4200-521307	Technical Service-Mapping	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
100-4200-522203	Mach & Equip Rep & Maint	7,000.00	7,000.00	3,016.11	8,594.20	8,705.64	-1,705.64
100-4200-522211	Sidewalk Repair & Maint	15,000.00	15,000.00	0.00	0.00	2,580.00	12,420.00
100-4200-523500	Travel	500.00	500.00	0.00	0.00	0.00	500.00
100-4200-523600	Dues & Fees	250.00	250.00	0.00	0.00	0.00	250.00
100-4200-523700	Education & Training	2,500.00	2,500.00	0.00	975.75	975.75	1,524.25
100-4200-523800	Licenses	250.00	250.00	0.00	0.00	0.00	250.00
100-4200-523900	Other	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-4200-531100	General Supplies & Mater	8,000.00	8,000.00	167.83	986.61	2,505.11	5,494.89
100-4200-531101	Office Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-4200-531105	Hand Tools	3,500.00	3,500.00	0.00	593.00	593.00	2,907.00
100-4200-531109	Chemicals	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
100-4200-531110	Street Repair	137,000.00	137,000.00	0.00	18,626.50	20,621.50	116,378.50
100-4200-531111	Traffic Light Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
100-4200-531112	Lmign Street Repair & Maint	346,317.00	346,317.00	675.00	426,722.61	426,722.61	-80,405.61
100-4200-531113	Street Signs	7,500.00	7,500.00	0.00	829.79	6,921.45	578.55
100-4200-531531	Traffic Signal - Utility	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-4200-531532	Street Light - Utility	160,000.00	160,000.00	20,849.52	84,406.22	84,702.86	75,297.14
100-4200-531600	Sm Equip Purchase <\$5,000	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-4200-531610	Infrastructure < \$25,000	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
100-4200-542100	Machinery	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
	Department: 4200 - Highways And Streets Total:	1,198,275.00	1,198,275.00	50,528.77	683,683.40	696,276.64	501,998.36
Department: 4900 - Fleet Maintenance & Shop							
100-4900-511100	Regular Pay-Fleet Maint & Shop	190,500.00	190,500.00	22,728.89	90,348.66	90,348.66	100,151.34
100-4900-511300	Overtime Pay	1,500.00	1,500.00	178.63	308.30	308.30	1,191.70
100-4900-512100	Group Insurance	80,000.00	80,000.00	0.00	31,779.75	31,779.75	48,220.25
100-4900-512200	Fica & Medicare	15,000.00	15,000.00	1,685.71	6,592.13	6,592.13	8,407.87
100-4900-512400	Payments To Retirement	29,000.00	29,000.00	2,241.22	13,388.73	13,388.73	15,611.27
100-4900-512700	Workers Compensation	5,500.00	5,500.00	0.00	2,132.58	2,132.58	3,367.42
100-4900-512810	Uniforms	4,500.00	4,500.00	79.26	1,508.75	1,654.43	2,845.57
100-4900-521302	Drug Testing	50.00	50.00	0.00	50.00	50.00	0.00
100-4900-522202	Auto & Truck Rep & Maint	130,000.00	130,000.00	18,209.31	54,171.65	68,602.16	61,397.84
100-4900-522203	Mach & Equip Rep & Maint	5,000.00	5,000.00	1,682.00	1,827.00	1,827.00	3,173.00
100-4900-523170	Auto Liability	88,700.00	88,700.00	0.00	93,778.38	93,778.38	-5,078.38
100-4900-523500	Travel	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
100-4900-523600	Dues & Fees	250.00	250.00	0.00	43.50	43.50	206.50
100-4900-523700	Education & Training	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-4900-523800	Licenses	500.00	500.00	0.00	0.00	0.00	500.00
100-4900-523900	Other	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-4900-531100	General Supplies & Mater	4,000.00	4,000.00	30.84	1,937.00	2,531.62	1,468.38

Income Statement

For Fiscal: 2022-2023 Per

Section 2, Item L. 2

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-4900-531101	Office Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-4900-531105	Hand Tools	5,000.00	5,000.00	302.99	1,269.52	1,269.52	3,730.48
100-4900-531250	Oil Expense	10,000.00	10,000.00	3,554.12	3,554.12	3,554.12	6,445.88
100-4900-531270	Gasoline Expense	190,000.00	190,000.00	12,898.59	85,044.17	90,779.17	99,220.83
100-4900-531600	Sm Equip Purchase <\$5000	5,000.00	5,000.00	1,000.00	1,689.35	4,690.35	309.65
100-4900-542100	Machinery	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
100-4900-542200	Vehicles	0.00	0.00	0.00	89,574.00	0.00	0.00
Department: 4900 - Fleet Maintenance & Shop Total:		779,500.00	779,500.00	64,591.56	478,997.59	413,330.40	366,169.60
Department: 6500 - Libraries							
100-6500-522204	Building Repairs & Maint	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00
100-6500-572030	Library - Uncle Remus	133,238.00	133,238.00	33,309.50	66,619.00	66,619.00	66,619.00
Department: 6500 - Libraries Total:		140,738.00	140,738.00	33,309.50	66,619.00	66,619.00	74,119.00
Department: 7400 - Planning & Zoning							
100-7400-511100	Salaries & Wages - P & Dev	289,541.00	289,541.00	32,173.19	123,941.88	123,941.88	165,599.12
100-7400-511300	Overtime Pay	1,000.00	1,000.00	314.46	361.35	361.35	638.65
100-7400-512100	Group Insurance	84,000.00	84,000.00	0.00	33,234.00	33,234.00	50,766.00
100-7400-512200	Fica & Medicare	20,144.00	20,144.00	2,428.79	9,151.17	9,151.17	10,992.83
100-7400-512400	Pmts To Retirement Sys	40,000.00	40,000.00	3,406.44	20,349.57	20,349.57	19,650.43
100-7400-512810	Uniforms	1,500.00	1,500.00	0.00	700.01	700.01	799.99
100-7400-521201	Legal Expenses	10,000.00	10,000.00	0.00	794.50	794.50	9,205.50
100-7400-521202	Engineering Fees	20,000.00	20,000.00	800.00	3,700.00	3,700.00	16,300.00
100-7400-521302	Drug Testing	100.00	100.00	0.00	0.00	0.00	100.00
100-7400-521312	Planning Commissioners	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00
100-7400-523301	Advertising Expense	500.00	500.00	0.00	80.00	110.00	390.00
100-7400-523400	Printing & Binding	1,000.00	1,000.00	0.00	800.00	800.00	200.00
100-7400-523500	Travel	1,000.00	1,000.00	0.00	549.00	549.00	451.00
100-7400-523600	Dues & Fees	400.00	400.00	0.00	0.00	0.00	400.00
100-7400-523700	Education & Training	4,500.00	4,500.00	0.00	490.00	490.00	4,010.00
100-7400-523800	Licenses	400.00	400.00	11.95	59.75	59.75	340.25
100-7400-523900	Other	1,000.00	1,000.00	0.00	610.33	610.33	389.67
100-7400-531100	General Supplies & Mater	2,500.00	2,500.00	0.00	361.15	361.15	2,138.85
100-7400-531101	Office Supplies	2,500.00	2,500.00	0.00	351.28	351.28	2,148.72
100-7400-531102	Computer Supplies	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
100-7400-531600	Sm Equip Purchase <\$5,000	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-7400-531700	Other Supplies	500.00	500.00	0.00	0.00	0.00	500.00
Department: 7400 - Planning & Zoning Total:		486,485.00	486,485.00	39,134.83	195,533.99	195,563.99	290,921.01
Department: 7545 - Economic Development -							
100-7545-511100	Regular Pay	112,467.00	112,467.00	12,513.17	50,859.31	50,859.31	61,607.69
100-7545-511300	Overtime Pay	52,200.00	52,200.00	5,588.62	21,141.36	21,141.36	31,058.64
100-7545-512100	Group Insurance	37,200.00	37,200.00	0.00	12,845.50	12,845.50	24,354.50
100-7545-512200	Fica & Medicare	12,705.00	12,705.00	1,326.15	5,234.29	5,234.29	7,470.71
100-7545-512400	Payments To Retirement	16,650.00	16,650.00	1,323.17	7,904.43	7,904.43	8,745.57
100-7545-512810	Uniforms	500.00	500.00	0.00	0.00	0.00	500.00
100-7545-523301	Advertising Expense	3,500.00	3,500.00	350.00	350.00	350.00	3,150.00
100-7545-523400	Printing	2,000.00	2,000.00	0.00	0.00	136.32	1,863.68
100-7545-523600	Dues & Fees	1,000.00	1,000.00	0.00	499.63	531.63	468.37
100-7545-523900	Other	500.00	500.00	0.00	175.00	175.00	325.00
100-7545-531100	General Supplies & Materials	11,000.00	11,000.00	905.84	8,017.41	8,282.45	2,717.55
100-7545-531112	Flowers	250.00	250.00	0.00	0.00	0.00	250.00
100-7545-531300	Food	12,000.00	12,000.00	0.00	3,739.72	3,755.72	8,244.28
100-7545-572010	Events - Etc.	86,635.00	86,635.00	1,200.00	35,174.55	35,174.55	51,460.45
Department: 7545 - Economic Development - Total:		348,607.00	348,607.00	23,206.95	145,941.20	146,390.56	202,216.44
Department: 7550 - 7550							
100-7550-511100	Salaries & Wages	65,900.00	65,900.00	0.00	0.00	0.00	65,900.00
100-7550-512100	Group Insurance	25,707.00	25,707.00	0.00	0.00	0.00	25,707.00
100-7550-512200	Fica & Medicare	5,050.00	5,050.00	0.00	0.00	0.00	5,050.00
100-7550-512400	Retirement	10,000.00	10,000.00	0.00	1,537.10	1,537.10	8,462.90
100-7550-512700	Workers Compensation	500.00	500.00	0.00	0.00	0.00	500.00

Income Statement

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-7550-512810	Uniforms	500.00	500.00	0.00	0.00	0.00	500.00
100-7550-521201	Legal Fees	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
100-7550-521202	Engineering Fees	150,000.00	150,000.00	0.00	5,000.00	5,000.00	145,000.00
100-7550-521302	Drug Testing	100.00	100.00	0.00	0.00	0.00	100.00
100-7550-523500	Travel	500.00	500.00	0.00	0.00	0.00	500.00
100-7550-523600	Dues & Fees	500.00	500.00	0.00	0.00	0.00	500.00
100-7550-523900	Other	1,000.00	1,000.00	0.00	768.55	768.55	231.45
100-7550-531100	General Supplies & Materials	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-7550-531101	Office Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-7550-531700	Other Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
	Department: 7550 - 7550 Total:	265,757.00	265,757.00	0.00	7,305.65	7,305.65	258,451.35
	Fund: 100 - General Fund Surplus (Deficit):	0.00	-250,000.00	-810,702.06	5,111,794.94	4,950,842.45	-5,200,842.45
Fund: 210 - Confiscated Asset Fund							
Department: 0000 - Non-Departmental							
210-0000-381001	Confiscated Assets	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
210-0000-381010	Federal Confiscated Assets	100,000.00	100,000.00	2,030.73	41,405.06	41,405.06	58,594.94
	Department: 0000 - Non-Departmental Total:	105,000.00	105,000.00	2,030.73	41,405.06	41,405.06	63,594.94
Department: 3200 - Police							
210-3200-512810	Uniforms	0.00	0.00	0.00	4,403.00	4,403.00	-4,403.00
210-3200-523901	Other -- Federal Forfiture	50,000.00	50,000.00	0.00	2,768.00	2,768.00	47,232.00
210-3200-531100	General Supplies & Mater	0.00	0.00	1,640.00	3,672.50	3,672.50	-3,672.50
210-3200-531600	Sm Equip Federal <\$5000	50,000.00	50,000.00	0.00	3,600.00	7,296.00	42,704.00
210-3200-531601	Small Equip Confiscated <\$5000	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
	Department: 3200 - Police Total:	105,000.00	105,000.00	1,640.00	14,443.50	18,139.50	86,860.50
	Fund: 210 - Confiscated Asset Fund Surplus (Deficit):	0.00	0.00	390.73	26,961.56	23,265.56	-23,265.56
Fund: 275 - Hotel/Motel Fund							
Department: 0000 - Non-Departmental							
275-0000-314100	Hotel / Motel Tax	58,000.00	58,000.00	1,286.73	24,222.53	24,222.53	33,777.47
	Department: 0000 - Non-Departmental Total:	58,000.00	58,000.00	1,286.73	24,222.53	24,222.53	33,777.47
Department: 7540 - Tourism							
275-7540-523301	Advertising Expense	13,111.00	13,111.00	700.00	9,977.61	9,977.61	3,133.39
275-7540-572010	Chamber - Hotel/Motel	10,089.00	10,089.00	0.00	10,089.00	10,089.00	0.00
275-7540-611050	Transfer Out - General	34,800.00	34,800.00	1,317.49	15,527.97	15,527.97	19,272.03
	Department: 7540 - Tourism Total:	58,000.00	58,000.00	2,017.49	35,594.58	35,594.58	22,405.42
	Fund: 275 - Hotel/Motel Fund Surplus (Deficit):	0.00	0.00	-730.76	-11,372.05	-11,372.05	11,372.05
Fund: 320 - Gw Splost 2017							
Department: 0000 - Non-Departmental							
320-0000-337101	Recreation Gw	1,338,781.00	1,338,781.00	0.00	71,030.73	71,030.73	1,267,750.27
320-0000-337103	Transportation Gw	1,320,649.00	1,320,649.00	0.00	146,967.15	146,967.15	1,173,681.85
320-0000-337104	W&S Capital Improvements Gw	380,604.00	380,604.00	0.00	44,502.97	44,502.97	336,101.03
320-0000-361000	Interest Revenues	0.00	0.00	0.00	461.99	461.99	-461.99
	Department: 0000 - Non-Departmental Total:	3,040,034.00	3,040,034.00	0.00	262,962.84	262,962.84	2,777,071.16
Department: 4200 - Highways And Streets							
320-4200-541410	Transp-Old Loganville Sidewalk	1,320,649.00	1,320,649.00	63,266.33	63,266.33	63,266.33	1,257,382.67
	Department: 4200 - Highways And Streets Total:	1,320,649.00	1,320,649.00	63,266.33	63,266.33	63,266.33	1,257,382.67
Department: 4400 - Water							
320-4400-541400	Infrastructure-Dest Park	380,604.00	380,604.00	0.00	0.00	0.00	380,604.00
	Department: 4400 - Water Total:	380,604.00	380,604.00	0.00	0.00	0.00	380,604.00
Department: 6200 - Parks							
320-6200-541300	Buildings-Park	1,338,781.00	1,338,781.00	4,699.42	23,321.62	23,321.62	1,315,459.38
	Department: 6200 - Parks Total:	1,338,781.00	1,338,781.00	4,699.42	23,321.62	23,321.62	1,315,459.38
	Fund: 320 - Gw Splost 2017 Surplus (Deficit):	0.00	0.00	-67,965.75	176,374.89	176,374.89	-176,374.89
Fund: 321 - Wc Splost 2019							
Department: 0000 - Non-Departmental							
321-0000-337103	Transportation Wc Splost 2019	3,218,899.00	3,218,899.00	113,084.43	489,207.75	489,207.75	2,729,691.25

Income Statement

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
321-0000-337104	Public Safety Wc Splost 2019	2,354,726.00	2,354,726.00	82,724.82	490,247.19	490,247.19	1,864,478.81
321-0000-337105	Parks And Rec Walton Splost 2019	226,193.00	226,193.00	7,946.47	47,092.71	47,092.71	179,100.29
321-0000-361000	Interest Revenues	0.00	0.00	444.04	2,529.24	2,529.24	-2,529.24
321-0000-389000	Bank Charges & Misc.	0.00	0.00	-10.00	-60.00	-60.00	60.00
Department: 0000 - Non-Departmental Total:		5,799,818.00	5,799,818.00	204,189.76	1,029,016.89	1,029,016.89	4,770,801.11
Department: 3200 - Police							
321-3200-541300	Public Safety Buildings	2,354,726.00	2,354,726.00	0.00	0.00	0.00	2,354,726.00
321-3200-542100	Machinery/ Equipment	0.00	0.00	0.00	128,733.00	405,509.10	-405,509.10
321-3200-542200	Vehicles	0.00	0.00	0.00	189,655.70	52,909.32	-52,909.32
Department: 3200 - Police Total:		2,354,726.00	2,354,726.00	0.00	318,388.70	458,418.42	1,896,307.58
Department: 4200 - Highways And Streets							
321-4200-521202	Engineering Fees	0.00	0.00	0.00	292.50	292.50	-292.50
321-4200-541400	Transportation Infrastructure	3,218,899.00	3,218,899.00	0.00	0.00	0.00	3,218,899.00
321-4200-541410	Paving	0.00	0.00	0.00	585.00	585.00	-585.00
Department: 4200 - Highways And Streets Total:		3,218,899.00	3,218,899.00	0.00	877.50	877.50	3,218,021.50
Department: 6200 - Parks							
321-6200-542100	Machinery/ Equipment	226,193.00	226,193.00	0.00	0.00	0.00	226,193.00
Department: 6200 - Parks Total:		226,193.00	226,193.00	0.00	0.00	0.00	226,193.00
Fund: 321 - Wc Splost 2019 Surplus (Deficit):		0.00	0.00	204,189.76	709,750.69	569,720.97	-569,720.97
Fund: 371 - ARPA							
Department: 0000 - Non-Departmental							
371-0000-331000	ARPA Grant	0.00	0.00	0.00	2,404,930.00	2,404,930.00	-2,404,930.00
Department: 0000 - Non-Departmental Total:		0.00	0.00	0.00	2,404,930.00	2,404,930.00	-2,404,930.00
Fund: 371 - ARPA Total:		0.00	0.00	0.00	2,404,930.00	2,404,930.00	-2,404,930.00
Fund: 375 - Capital Recovery-Impact Fees							
Department: 0000 - Non-Departmental							
375-0000-341320	Capital Recovery Impact Fee	600,000.00	600,000.00	0.00	0.00	0.00	600,000.00
375-0000-361000	Intrest Revenues	2,500.00	2,500.00	0.00	924.02	924.02	1,575.98
Department: 0000 - Non-Departmental Total:		602,500.00	602,500.00	0.00	924.02	924.02	601,575.98
Department: 4320 - Stormwater							
375-4320-541400	Infrastructure Huntington Storm	0.00	0.00	0.00	14,896.72	14,896.72	-14,896.72
Department: 4320 - Stormwater Total:		0.00	0.00	0.00	14,896.72	14,896.72	-14,896.72
Department: 4400 - Water							
375-4400-541400	Infrastructure	602,500.00	602,500.00	0.00	0.00	0.00	602,500.00
Department: 4400 - Water Total:		602,500.00	602,500.00	0.00	0.00	0.00	602,500.00
Fund: 375 - Capital Recovery-Impact Fees Surplus (Deficit):		0.00	0.00	0.00	-13,972.70	-13,972.70	13,972.70
Fund: 505 - Water & Sewer Fund							
Department: 0000 - Non-Departmental							
505-0000-341320	Capital Recovery Fee	550,000.00	550,000.00	11,713.44	727,208.95	727,208.95	-177,208.95
505-0000-341321	Capital Recovery - Plan Review	8,000.00	8,000.00	223.24	4,446.00	4,446.00	3,554.00
505-0000-344190	Other Charges	0.00	0.00	0.00	-136.26	-136.26	136.26
505-0000-344211	Water Sales / Collection	3,650,000.00	3,650,000.00	284,733.13	1,668,257.28	1,668,257.28	1,981,742.72
505-0000-344212	Water Tap Fees	560,000.00	560,000.00	10,200.00	624,450.00	624,450.00	-64,450.00
505-0000-344213	Backflow	10,000.00	10,000.00	120.00	7,375.81	7,375.81	2,624.19
505-0000-344214	Sprinkler Meter Fees	6,000.00	6,000.00	0.00	1,500.00	1,500.00	4,500.00
505-0000-344215	Hydrant Meter Fees	3,500.00	3,500.00	1,365.30	6,525.15	6,525.15	-3,025.15
505-0000-344255	Sewer Sales / Collection	3,050,000.00	3,050,000.00	247,350.14	1,407,547.30	1,407,547.30	1,642,452.70
505-0000-344256	Sewer Tap Fees	950,000.00	950,000.00	19,140.00	1,357,040.00	1,357,040.00	-407,040.00
505-0000-344257	Dumping Tickets	550,000.00	550,000.00	41,175.00	178,875.00	178,875.00	371,125.00
505-0000-344258	Grease Trap Fees	15,000.00	15,000.00	1,500.00	5,250.00	5,250.00	9,750.00
505-0000-344260	Storm Water Utility	600,000.00	600,000.00	47,533.07	260,329.39	260,329.39	339,670.61
505-0000-349300	Bad Check Fees	3,000.00	3,000.00	-495.47	186.49	186.49	2,813.51
505-0000-349900	Water & Sewer Late Fees	200,000.00	200,000.00	10,270.97	76,204.68	76,204.68	123,795.32
505-0000-349910	Administrative Fees	120,000.00	120,000.00	194.94	41,742.48	41,742.48	78,257.52
505-0000-361000	Interest Revenues	2,000.00	2,000.00	0.00	2,745.68	2,745.68	-745.68
505-0000-389000	Bank Charges & Etc.	4,000.00	4,000.00	8,885.92	15,783.30	15,783.30	-11,783.30

Income Statement

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
505-0000-391100	Collections -Bad Debt	0.00	0.00	0.00	-2,115.67	-2,115.67	2,115.67
Department: 0000 - Non-Departmental Total:		10,281,500.00	10,281,500.00	683,909.68	6,383,215.58	6,383,215.58	3,898,284.42
Department: 4300 - Water Quality Control							
505-4300-511100	Salaries & Wages - Wqc	551,587.00	551,587.00	58,151.65	208,846.58	208,846.58	342,740.42
505-4300-511300	Overtime Pay	15,000.00	15,000.00	2,253.60	8,675.93	8,675.93	6,324.07
505-4300-512100	Group Insurance	254,480.00	254,480.00	0.00	112,718.50	112,718.50	141,761.50
505-4300-512200	Fica & Medicare	42,197.00	42,197.00	4,372.77	18,323.91	18,323.91	23,873.09
505-4300-512400	Pmts To Retirement Sys	74,000.00	324,000.00	256,489.40	288,766.70	288,766.70	35,233.30
505-4300-512810	Uniforms	59,000.00	59,000.00	2,300.39	16,667.65	19,270.59	39,729.41
505-4300-521202	Engineering Fees	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
505-4300-521208	Professional -Med Service	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
505-4300-521301	Computer Services	76,600.00	76,600.00	0.00	57,155.11	57,155.11	19,444.89
505-4300-521302	Drug Testing	600.00	600.00	0.00	275.00	275.00	325.00
505-4300-521307	Technical Service	36,000.00	36,000.00	0.00	466.00	466.00	35,534.00
505-4300-521320	Outside Lab Service	15,000.00	15,000.00	102.00	5,587.62	5,758.30	9,241.70
505-4300-521330	W E T Sampling	7,000.00	7,000.00	0.00	6,805.95	6,805.95	194.05
505-4300-522110	Disposal (Sludge)	10,000.00	10,000.00	0.00	6,000.79	6,000.79	3,999.21
505-4300-522201	Office Equip-Rep & Maint	12,000.00	12,000.00	1,111.53	4,772.65	4,772.65	7,227.35
505-4300-522202	Auto & Truck Rep & Maint	45,000.00	45,000.00	8,401.53	30,242.14	33,998.74	11,001.26
505-4300-522203	Mach & Equip Rep & Maint	60,000.00	60,000.00	0.00	26,265.29	26,470.29	33,529.71
505-4300-522204	Building Repairs & Maint	35,000.00	35,000.00	502.04	5,436.28	9,483.31	25,516.69
505-4300-522205	Infrastructure Rep & Main	270,000.00	270,000.00	11,159.82	41,699.98	42,919.98	227,080.02
505-4300-522206	Computer Repair & Maint	10,000.00	10,000.00	28.88	1,143.84	1,143.84	8,856.16
505-4300-522320	Rental-Equipment/Vehicle	2,000.00	2,000.00	0.00	130.00	130.00	1,870.00
505-4300-523130	General Liability	44,000.00	44,000.00	0.00	44,000.00	44,000.00	0.00
505-4300-523140	Property Insurance	33,000.00	33,000.00	0.00	26,422.00	26,422.00	6,578.00
505-4300-523170	Auto Liability	18,000.00	18,000.00	0.00	19,207.62	19,207.62	-1,207.62
505-4300-523200	Telephone	20,000.00	20,000.00	1,334.75	5,987.63	5,987.63	14,012.37
505-4300-523301	Advertising Expense	500.00	500.00	0.00	0.00	0.00	500.00
505-4300-523500	Travel	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
505-4300-523600	Dues & Fees	3,000.00	3,000.00	0.00	1,306.25	806.25	2,193.75
505-4300-523700	Education & Training	10,000.00	10,000.00	1,710.00	3,645.00	3,645.00	6,355.00
505-4300-523800	Licenses	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4300-523900	Other	2,000.00	2,000.00	250.00	354.75	898.40	1,101.60
505-4300-531100	General Supplies & Mater	16,500.00	16,500.00	287.00	1,524.58	2,091.22	14,408.78
505-4300-531101	Office Supplies	4,000.00	4,000.00	678.10	1,601.25	1,601.25	2,398.75
505-4300-531102	Computer Supplies	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
505-4300-531103	Lab Supplies	20,000.00	20,000.00	517.95	12,028.45	15,396.19	4,603.81
505-4300-531105	Hand Tools	1,500.00	1,500.00	0.00	135.98	135.98	1,364.02
505-4300-531109	Chemicals	150,000.00	150,000.00	20,494.91	67,386.60	90,149.80	59,850.20
505-4300-531220	Natural Gas	1,200.00	1,200.00	137.37	561.54	561.54	638.46
505-4300-531230	Electricity	415,000.00	415,000.00	32,653.37	153,345.55	153,345.55	261,654.45
505-4300-531250	Oil Expense	1,000.00	1,000.00	0.00	1,693.88	5,634.24	-4,634.24
505-4300-531270	Gasoline Expense	45,000.00	45,000.00	3,852.83	30,900.05	32,255.44	12,744.56
505-4300-531271	Gasoline Fuel Surcharge	10,000.00	10,000.00	574.99	574.99	1,593.99	8,406.01
505-4300-531600	Sm Equip Purchase <\$5,000	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
505-4300-531700	Other Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4300-541200	Site Improvements	0.00	0.00	0.00	35,977.00	35,977.00	-35,977.00
505-4300-542100	Machinery	12,000.00	12,000.00	0.00	42,397.82	42,397.82	-30,397.82
505-4300-542400	Computer Equipment	8,000.00	8,000.00	819.50	1,229.25	0.00	8,000.00
505-4300-561000	Depreciation	381,200.00	381,200.00	0.00	0.00	0.00	381,200.00
505-4300-562000	Amortization	24,100.00	24,100.00	0.00	0.00	0.00	24,100.00
505-4300-581100	Principal - Bonds	985,000.00	985,000.00	0.00	0.00	0.00	985,000.00
505-4300-582100	Interest - Bonds	634,754.00	634,754.00	30,140.02	329,365.02	329,365.02	305,388.98
Department: 4300 - Water Quality Control Total:		4,455,718.00	4,705,718.00	438,324.40	1,619,625.13	1,663,454.11	3,042,263.89
Department: 4320 - Stormwater							
505-4320-511100	Regular Pay	204,665.00	204,665.00	23,651.85	91,404.59	91,404.59	113,260.41
505-4320-511300	Overtime Pay	6,000.00	6,000.00	528.37	2,471.96	2,471.96	3,528.04
505-4320-512100	Group Insurance	53,872.00	53,872.00	0.00	25,068.00	25,068.00	28,804.00

Income Statement

For Fiscal: 2022-2023 Per

Section 2, Item L.

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
505-4320-512200	Fica & Medicare	15,657.00	15,657.00	1,827.99	7,623.49	7,623.49	8,033.51
505-4320-512400	Pmts To Retirement Sys	28,491.00	28,491.00	2,407.87	14,384.28	14,384.28	14,106.72
505-4320-512700	Workers Compensation	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00
505-4320-521202	Engineering Fees	50,000.00	50,000.00	5,593.75	15,861.87	17,111.87	32,888.13
505-4320-521302	Drug Testing	0.00	0.00	0.00	50.00	50.00	-50.00
505-4320-521307	Technical Service Mapping	25,000.00	25,000.00	1,416.66	7,083.30	7,083.30	17,916.70
505-4320-521320	Outside Lab Service	15,000.00	15,000.00	0.00	7,371.76	3,620.72	11,379.28
505-4320-522201	Office Equip-Rep & Maint	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4320-522203	Mach & Equip Rep & Maint	8,000.00	8,000.00	0.00	771.41	771.41	7,228.59
505-4320-522205	Infrastructure Rep & Main	100,000.00	100,000.00	4,218.00	26,515.82	27,107.42	72,892.58
505-4320-522320	Rental-Equipment/Vehicle	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
505-4320-523301	Advertising Expense	1,500.00	1,500.00	500.00	500.00	500.00	1,000.00
505-4320-523400	Printing & Binding	3,000.00	3,000.00	0.00	0.00	2,595.00	405.00
505-4320-523500	Travel	500.00	500.00	0.00	0.00	0.00	500.00
505-4320-523600	Dues & Fees	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4320-523700	Education & Training	2,000.00	2,000.00	150.00	150.00	150.00	1,850.00
505-4320-523800	Licenses	500.00	500.00	0.00	0.00	0.00	500.00
505-4320-523900	Other	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
505-4320-531100	General Supplies & Mater	10,000.00	10,000.00	0.00	1,185.06	1,185.06	8,814.94
505-4320-531101	Office Supplies	2,000.00	2,000.00	0.00	737.88	737.88	1,262.12
505-4320-531105	Hand Tools	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
505-4320-531109	Chemicals	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
505-4320-531600	Sm Equip Purchase <\$5,000	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
505-4320-531700	Other Supplies	3,000.00	3,000.00	440.00	440.00	440.00	2,560.00
505-4320-541400	Infrastructure	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00
505-4320-542100	Machinery	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00
505-4320-561000	Depreciation	76,000.00	76,000.00	0.00	0.00	0.00	76,000.00
Department: 4320 - Stormwater Total:		701,985.00	701,985.00	40,734.49	201,619.42	202,304.98	499,680.02

Department: 4330 - Sewer Collections

505-4330-511100	Regular Pay	243,090.00	243,090.00	23,399.63	90,323.66	90,323.66	152,766.34
505-4330-511300	Overtime Pay	20,000.00	20,000.00	3,908.30	12,286.25	12,286.25	7,713.75
505-4330-512100	Group Insurance	109,742.00	109,742.00	0.00	35,977.00	35,977.00	73,765.00
505-4330-512200	Fica & Medicare	18,597.00	18,597.00	2,033.43	8,004.47	8,004.47	10,592.53
505-4330-512400	Retirement	33,136.00	33,136.00	2,859.94	17,084.88	17,084.88	16,051.12
505-4330-521202	Engineering Fees	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
505-4330-521302	Drug Testing	0.00	0.00	150.00	200.00	200.00	-200.00
505-4330-521303	Tech Services	7,500.00	7,500.00	2,938.75	2,938.75	2,938.75	4,561.25
505-4330-521306	Tech Service Generator	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
505-4330-521307	Tech Sev Gis Mapping	20,000.00	20,000.00	0.00	6,966.00	6,966.00	13,034.00
505-4330-522110	Septic Disposal	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00
505-4330-522203	Mach & Equip Rep & Maint	20,000.00	20,000.00	0.00	1,184.12	1,542.46	18,457.54
505-4330-522205	Infrastructure Rep & Maint	120,000.00	120,000.00	6,453.26	28,679.76	57,929.93	62,070.07
505-4330-522320	Rental Equip/ Vehicle	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4330-523301	Advertising Expense	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4330-523500	Travel	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
505-4330-523600	Dues & Fees	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4330-523700	Education & Training	4,500.00	4,500.00	2,185.00	4,667.38	4,667.38	-167.38
505-4330-523800	Licenses	1,000.00	1,000.00	0.00	142.00	142.00	858.00
505-4330-523900	Other	1,500.00	1,500.00	675.00	675.00	675.00	825.00
505-4330-531100	General Supplies & Materials	10,000.00	10,000.00	0.00	1,808.42	3,579.58	6,420.42
505-4330-531101	Office Supplies	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
505-4330-531105	Hand Tools	2,500.00	2,500.00	0.00	0.00	1,614.37	885.63
505-4330-531109	Chemicals	18,400.00	18,400.00	0.00	3,256.00	3,256.00	15,144.00
505-4330-531220	Natural Gas	500.00	500.00	0.00	0.00	0.00	500.00
505-4330-531600	Sm Equip <\$5,000	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
505-4330-531700	Other Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4330-542100	Machinery	100,000.00	100,000.00	0.00	24,571.85	110,555.85	-10,555.85
Department: 4330 - Sewer Collections Total:		783,965.00	783,965.00	44,603.31	238,765.54	357,743.58	426,221.42

Income Statement

For Fiscal: 2022-2023 Per

Section 2, Item L.

2

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Department: 4400 - Water							
505-4400-511100	Salaries & Wages - Water	619,616.00	619,616.00	58,134.98	248,026.49	248,026.49	371,589.51
505-4400-511300	Overtime Pay	35,000.00	35,000.00	4,041.80	16,061.25	16,061.25	18,938.75
505-4400-512100	Group Insurance	258,422.00	258,422.00	0.00	104,606.25	104,606.25	153,815.75
505-4400-512200	Fica & Medicare	47,401.00	47,401.00	4,573.45	20,820.75	20,820.75	26,580.25
505-4400-512400	Pmts To Retirement Sys	85,000.00	85,000.00	7,289.75	43,547.93	43,547.93	41,452.07
505-4400-512700	Workers Compensation	70,000.00	70,000.00	0.00	21,765.88	21,765.88	48,234.12
505-4400-521201	Legal Expenses	5,000.00	5,000.00	0.00	152.00	152.00	4,848.00
505-4400-521202	Engineering Fees	30,000.00	30,000.00	2,547.90	2,547.90	2,547.90	27,452.10
505-4400-521203	Audit Fees	16,000.00	16,000.00	0.00	14,000.00	14,000.00	2,000.00
505-4400-521302	Drug Testing	0.00	0.00	0.00	50.00	50.00	-50.00
505-4400-521304	Tech Service -Utlty Prot	3,500.00	3,500.00	0.00	4,123.89	4,123.89	-623.89
505-4400-521305	Techserv -Utility Service	40,000.00	40,000.00	0.00	12,139.42	12,139.42	27,860.58
505-4400-521307	Technical Service	35,000.00	35,000.00	0.00	14,709.80	21,909.80	13,090.20
505-4400-521320	Outside Lab Service	1,800.00	1,800.00	179.78	1,479.90	1,149.68	650.32
505-4400-522201	Office Equip-Rep & Maint	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4400-522202	Auto & Truck Rep & Maint	0.00	0.00	0.00	116.00	116.00	-116.00
505-4400-522203	Mach & Equip Rep & Maint	15,000.00	15,000.00	1,531.77	2,038.30	2,038.30	12,961.70
505-4400-522205	Infrastructure Rep & Main	160,000.00	160,000.00	4,463.75	94,208.98	117,553.60	42,446.40
505-4400-522320	Rental-Equipment/Vehicle	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4400-523201	Postage	34,000.00	34,000.00	3,318.98	15,935.11	15,935.11	18,064.89
505-4400-523301	Advertising Expense	100.00	100.00	0.00	0.00	0.00	100.00
505-4400-523400	Printing & Binding	15,000.00	15,000.00	958.66	4,968.49	4,643.49	10,356.51
505-4400-523500	Travel	1,721.00	1,721.00	0.00	0.00	0.00	1,721.00
505-4400-523600	Dues & Fees	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00
505-4400-523700	Education & Training	7,000.00	7,000.00	570.00	2,835.00	2,835.00	4,165.00
505-4400-523800	Licenses	1,000.00	1,000.00	0.00	30.00	30.00	970.00
505-4400-523900	Other	1,000.00	1,000.00	0.00	150.19	150.19	849.81
505-4400-531100	General Supplies & Mater	18,000.00	18,000.00	471.83	10,892.48	11,043.87	6,956.13
505-4400-531101	Office Supplies	2,000.00	2,000.00	0.00	225.00	225.00	1,775.00
505-4400-531103	Lab Supplies	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
505-4400-531105	Hand Tools	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
505-4400-531109	Chemicals	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4400-531210	Water & Sewer Utility	24,000.00	24,000.00	1,285.96	5,789.23	5,789.23	18,210.77
505-4400-531510	Purchased Water	1,800,000.00	1,800,000.00	167,207.57	850,504.78	850,504.78	949,495.22
505-4400-531591	Water Meters	80,000.00	80,000.00	10,635.00	142,855.70	147,535.70	-67,535.70
505-4400-531600	Sm Equip Purchase <\$5,000	5,000.00	5,000.00	0.00	1,961.75	1,961.75	3,038.25
505-4400-531700	Other Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
505-4400-541400	Infrastructure	275,000.00	275,000.00	0.00	0.00	0.00	275,000.00
505-4400-541410	Infrastructure-Walton Water Line	382,872.00	382,872.00	2,377.30	-73,871.51	-73,871.51	456,743.51
505-4400-542200	Vehicles	0.00	0.00	40,074.00	40,074.00	160,296.00	-160,296.00
505-4400-542400	Computer Equipment	0.00	0.00	49,325.00	49,325.00	49,325.00	-49,325.00
505-4400-561000	Depreciation	243,000.00	243,000.00	0.00	0.00	0.00	243,000.00
505-4400-562000	Amortization	13,900.00	13,900.00	0.00	0.00	0.00	13,900.00
Department: 4400 - Water Total:		4,339,832.00	4,339,832.00	358,987.48	1,652,069.96	1,807,012.75	2,532,819.25
Fund: 505 - Water & Sewer Fund Surplus (Deficit):		0.00	-250,000.00	-198,740.00	2,671,135.53	2,352,700.16	-2,602,700.16
Fund: 540 - Solid Waste Fund							
Department: 0000 - Non-Departmental							
540-0000-311790	Sanitation Franchise Tax	80,000.00	80,000.00	0.00	30,887.48	30,887.48	49,112.52
540-0000-344110	Sanitation Sales / Collection	2,400,000.00	2,400,000.00	220,961.78	1,248,063.50	1,248,063.50	1,151,936.50
540-0000-361000	Interest Revenues	500.00	500.00	0.00	4,127.26	4,127.26	-3,627.26
Department: 0000 - Non-Departmental Total:		2,480,500.00	2,480,500.00	220,961.78	1,283,078.24	1,283,078.24	1,197,421.76
Department: 4510 - Solid Waste Admin							
540-4510-522110	Disposal	1,600,000.00	1,600,000.00	145,457.62	726,805.37	726,805.37	873,194.63
540-4510-522111	Roll Off Dumpsters	580,500.00	580,500.00	42,831.32	233,423.44	233,423.44	347,076.56

Income Statement

For Fiscal: 2022-2023 Period Section 2, Item L. 2

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
540-4510-611050 Transfer Out - General	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00
Department: 4510 - Solid Waste Admin Total:	2,480,500.00	2,480,500.00	188,288.94	960,228.81	960,228.81	1,520,271.19
Fund: 540 - Solid Waste Fund Surplus (Deficit):	0.00	0.00	32,672.84	322,849.43	322,849.43	-322,849.43
Report Surplus (Deficit):	0.00	-500,000.00	-840,885.24	11,398,452.29	10,775,338.71	

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 100 - General Fund						
0000 - Non-Departmental	13,964,402.00	13,964,402.00	531,074.56	11,616,537.57	11,616,537.57	2,347,864.43
1100 - Legislative	103,322.00	103,322.00	4,870.74	32,669.51	32,815.36	70,506.64
1300 - Executive	446,150.00	446,150.00	58,998.13	248,242.33	248,846.04	197,303.96
1510 - Financial Administration	787,186.00	1,037,186.00	337,387.55	634,373.93	634,798.55	402,387.45
1535 - It - Data Processing/Mis	616,656.00	616,656.00	40,939.57	287,359.03	305,438.46	311,217.54
1565 - General Gov Building & Pl	623,560.00	623,560.00	40,157.22	270,326.11	270,429.21	353,130.79
2000 - Judicial	675,050.00	675,050.00	42,655.87	221,229.44	221,229.44	453,820.56
3200 - Police	3,389,500.00	3,389,500.00	292,720.37	1,577,912.19	1,584,207.38	1,805,292.62
3500 - Fire	3,333,810.00	3,333,810.00	260,197.16	1,335,484.64	1,520,007.50	1,813,802.50
4100 - Public Works	769,806.00	769,806.00	53,078.40	319,064.62	322,436.94	447,369.06
4200 - Highways And Streets	1,198,275.00	1,198,275.00	50,528.77	683,683.40	696,276.64	501,998.36
4900 - Fleet Maintenance & Shop	779,500.00	779,500.00	64,591.56	478,997.59	413,330.40	366,169.60
6500 - Libraries	140,738.00	140,738.00	33,309.50	66,619.00	66,619.00	74,119.00
7400 - Planning & Zoning	486,485.00	486,485.00	39,134.83	195,533.99	195,563.99	290,921.01
7545 - Economic Development -	348,607.00	348,607.00	23,206.95	145,941.20	146,390.56	202,216.44
7550 - 7550	265,757.00	265,757.00	0.00	7,305.65	7,305.65	258,451.35
Fund: 100 - General Fund Surplus (Deficit):	0.00	-250,000.00	-810,702.06	5,111,794.94	4,950,842.45	-5,200,842.45
Fund: 210 - Confiscated Asset Fund						
0000 - Non-Departmental	105,000.00	105,000.00	2,030.73	41,405.06	41,405.06	63,594.94
3200 - Police	105,000.00	105,000.00	1,640.00	14,443.50	18,139.50	86,860.50
Fund: 210 - Confiscated Asset Fund Surplus (Deficit):	0.00	0.00	390.73	26,961.56	23,265.56	-23,265.56
Fund: 275 - Hotel/Motel Fund						
0000 - Non-Departmental	58,000.00	58,000.00	1,286.73	24,222.53	24,222.53	33,777.47
7540 - Tourism	58,000.00	58,000.00	2,017.49	35,594.58	35,594.58	22,405.42
Fund: 275 - Hotel/Motel Fund Surplus (Deficit):	0.00	0.00	-730.76	-11,372.05	-11,372.05	11,372.05
Fund: 320 - Gw Splost 2017						
0000 - Non-Departmental	3,040,034.00	3,040,034.00	0.00	262,962.84	262,962.84	2,777,071.16
4200 - Highways And Streets	1,320,649.00	1,320,649.00	63,266.33	63,266.33	63,266.33	1,257,382.67
4400 - Water	380,604.00	380,604.00	0.00	0.00	0.00	380,604.00
6200 - Parks	1,338,781.00	1,338,781.00	4,699.42	23,321.62	23,321.62	1,315,459.38
Fund: 320 - Gw Splost 2017 Surplus (Deficit):	0.00	0.00	-67,965.75	176,374.89	176,374.89	-176,374.89
Fund: 321 - Wc Splost 2019						
0000 - Non-Departmental	5,799,818.00	5,799,818.00	204,189.76	1,029,016.89	1,029,016.89	4,770,801.11
3200 - Police	2,354,726.00	2,354,726.00	0.00	318,388.70	458,418.42	1,896,307.58
4200 - Highways And Streets	3,218,899.00	3,218,899.00	0.00	877.50	877.50	3,218,021.50
6200 - Parks	226,193.00	226,193.00	0.00	0.00	0.00	226,193.00
Fund: 321 - Wc Splost 2019 Surplus (Deficit):	0.00	0.00	204,189.76	709,750.69	569,720.97	-569,720.97
Fund: 371 - ARPA						
0000 - Non-Departmental	0.00	0.00	0.00	2,404,930.00	2,404,930.00	-2,404,930.00
Fund: 371 - ARPA Total:	0.00	0.00	0.00	2,404,930.00	2,404,930.00	-2,404,930.00
Fund: 375 - Capital Recovery-Impact Fees						
0000 - Non-Departmental	602,500.00	602,500.00	0.00	924.02	924.02	601,575.98
4320 - Stormwater	0.00	0.00	0.00	14,896.72	14,896.72	-14,896.72
4400 - Water	602,500.00	602,500.00	0.00	0.00	0.00	602,500.00
Fund: 375 - Capital Recovery-Impact Fees Surplus (Deficit):	0.00	0.00	0.00	-13,972.70	-13,972.70	13,972.70
Fund: 505 - Water & Sewer Fund						
0000 - Non-Departmental	10,281,500.00	10,281,500.00	683,909.68	6,383,215.58	6,383,215.58	3,898,284.42
4300 - Water Quality Control	4,455,718.00	4,705,718.00	438,324.40	1,619,625.13	1,663,454.11	3,042,263.89
4320 - Stormwater	701,985.00	701,985.00	40,734.49	201,619.42	202,304.98	499,680.02
4330 - Sewer Collections	783,965.00	783,965.00	44,603.31	238,765.54	357,743.58	426,221.42
4400 - Water	4,339,832.00	4,339,832.00	358,987.48	1,652,069.96	1,807,012.75	2,532,819.25
Fund: 505 - Water & Sewer Fund Surplus (Deficit):	0.00	-250,000.00	-198,740.00	2,671,135.53	2,352,700.16	-2,602,700.16
Fund: 540 - Solid Waste Fund						
0000 - Non-Departmental	2,480,500.00	2,480,500.00	220,961.78	1,283,078.24	1,283,078.24	1,197,421.76

Income Statement

For Fiscal: 2022-2023 Per

Section 2, Item L. 2

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
4510 - Solid Waste Admin	2,480,500.00	2,480,500.00	188,288.94	960,228.81	960,228.81	1,520,271.19
Fund: 540 - Solid Waste Fund Surplus (Deficit):	0.00	0.00	32,672.84	322,849.43	322,849.43	-322,849.43
Total Surplus (Deficit):	0.00	-500,000.00	-840,885.24	11,398,452.29	10,775,338.71	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100 - General Fund	0.00	-250,000.00	-810,702.06	5,111,794.94	4,950,842.45	-5,200,842.45
210 - Confiscated Asset Fund	0.00	0.00	390.73	26,961.56	23,265.56	-23,265.56
275 - Hotel/Motel Fund	0.00	0.00	-730.76	-11,372.05	-11,372.05	11,372.05
320 - Gw Splost 2017	0.00	0.00	-67,965.75	176,374.89	176,374.89	-176,374.89
321 - Wc Splost 2019	0.00	0.00	204,189.76	709,750.69	569,720.97	-569,720.97
371 - ARPA	0.00	0.00	0.00	2,404,930.00	2,404,930.00	-2,404,930.00
375 - Capital Recovery-Impact ...	0.00	0.00	0.00	-13,972.70	-13,972.70	13,972.70
505 - Water & Sewer Fund	0.00	-250,000.00	-198,740.00	2,671,135.53	2,352,700.16	-2,602,700.16
540 - Solid Waste Fund	0.00	0.00	32,672.84	322,849.43	322,849.43	-322,849.43
Total Surplus (Deficit):	0.00	-500,000.00	-840,885.24	11,398,452.29	10,775,338.71	

Staff Report Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: January 12, 2023

Subject: Amendment to Chapter 113 of the Code of Ordinances – Soil Erosion & Sediment Control Ordinance

RECOMMENDATION:

Staff recommends that the City Council approve the following amendment to the Soil Erosion & Sediment Control Ordinance. EPD recently conducted an audit with the Stormwater Department, and revisions to this ordinance was a requirement to remain in compliance with our permit. Below is a background and specific changes pertaining to this ordinance.

BACKGROUND:

Chapter 113 in the Code of Ordinances (current version) is based on the 2010 Model Erosion and Sediment Control Ordinance, published by the Georgia Soil and Water Conservation Commission. Adopting the model ordinance as City code required builders and developers in Loganville to follow the erosion and sedimentation control practices outlined in the manual. Also the City gained more control over land disturbance permitting and enforcement activities. These regulations have a direct impact on water quality in the City by reducing pollutants in the streams that pass through the City.

In 2016, the Georgia Soil & Water Conservation Commission updated the Manual for Erosion and Sediment Control in Georgia. The Ordinance that Precision Planning prepared for the City is based on the 2016 Model Ordinance, and adopting this ordinance would keep the City in compliance with State law.

SPECIFIC CHANGES:

Section 113-3(b) Minimum requirements/BMPs

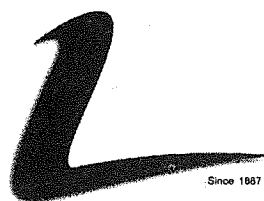
New section adds a provision where the City can adopt more stringent stream buffer requirements than the state minimums.

Section 113-4 Application/permit process

New section includes the requirement to use the most recent technical guidelines and checklists for the preparation of erosion and sedimentation control plans. The Georgia Soil and Water Conservation Commission updates their checklists frequently so the City would stay in compliance with any changes in the requirements.

Section 113-5 Inspections and Enforcement

New Section 113-5 adds additional criteria for inspection and enforcement of land disturbance activities. This section also requires the City to amend the section within 12 months of any amendments to State law.



where people matter

City of Loganville

Public Utilities
Brandon Phillips
Director

P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

CITY OF LOGANVILLE
ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 113, OF THE CODE OF ORDINANCES OF THE CITY OF LOGANVILLE, GEORGIA, ENTITLED SOIL EROSION AND SEDIMENT CONTROL; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE COUNCIL OF THE CITY OF LOGANVILLE HEREBY ORDAINS:

Section 1. That Chapter 113 of the Code of Ordinances be amended by deleting the existing Chapter in its entirety and replacing it with the following:

Section 113 – SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL

Sec. 113-1 - Definitions

The following definitions shall apply in the interpretation and enforcement of this ordinance, unless otherwise specifically stated:

- (1) *Best Management Practices (BMPs)*. These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the ‘Manual for Erosion and Sediment Control in Georgia’ published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.
- (2) *Board*. The Board of Natural Resources.
- (3) *Buffer*. The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.
- (4) *Certified Personnel*. A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.
- (5) *Coastal Marshlands*. Shall have the same meaning as in O.C.G.A. 12-5-282.
- (6) *Commission*. The Georgia Soil and Water Conservation Commission (GSWCC).
CPESC. Certified Professional in Erosion and Sediment Control with current certification by EnviroCert, Inc., which is also referred to as CPESC or CPESC, Inc.
- (7) *Cut*. A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.
- (8) *Department*. The Georgia Department of Natural Resources (DNR).
- (9) *Design Professional*. A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by EnviroCert, Inc. Design Professionals shall practice in a manner that complies with applicable Georgia law governing professional licensure.

- (10) *Director.* The Director of the Environmental Protection Division or an authorized representative.
- (11) *District.* The Walton County Soil and Water Conservation District.
- (12) *Division.* The Environmental Protection Division (EPD) of the Department of Natural Resources.
- (13) *Drainage Structure.* A device composed of a virtually non-erodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.
- (14) *Erosion.* The process by which land surface is worn away by the action of wind, water, ice or gravity.
- (15) *Erosion, Sedimentation and Pollution Control Plan.* A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as minimum protections at least as stringent as the State General Permit, best management practices, and requirements in subsection 113-3 (c) of this chapter.
- (16) *Fill.* A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation
- (17) *Final Stabilization.* All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscape areas), or equivalent permanent stabilization measures as defined in the Manual (excluding a crop of annual vegetation and seeding of target crop perennials appropriate for the region). Final stabilization applies to each phase of construction.
- (18) *Finished Grade.* The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.
- (19) *Grading.* Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.
- (20) *Ground Elevation.* The original elevation of the ground surface prior to cutting or filling
- (21) *Land-Disturbing Activity.* Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but

not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in subsection 113-2 (5).

- (22) *Larger Common Plan of Development or Sale.* A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, “plan” means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.
- (23) *Local Issuing Authority.* The City of Loganville, Georgia. Also, the “city.”
- (24) *Metropolitan River Protection Act (MRPA).* A state law referenced as O.C.G.A. 12-5-440 et.seq., which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.
- (25) *Natural Ground Surface.* The ground surface in its original state before any grading, excavation or filling.
- (26) *Nephelometric Turbidity Units (NTU).* Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.
- (27) *NOI.* A Notice of Intent form provided by EPD for coverage under the State General Permit.
- (28) *NOT.* A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.
- (29) *Operator.* The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.
- (30) *Outfall.* The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.
- (31) *Permit.* The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.
- (32) *Person.* Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative,

state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.

- (33) *Phase or Phased.* Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.
- (34) *Project.* The entire proposed development project regardless of the size of the area of land to be disturbed.
- (35) *Properly Designed.* Designed in accordance with the design requirements and specifications contained in the “Manual for Erosion and Sediment Control in Georgia” (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.
- (36) *Roadway Drainage Structure* A device such as a bridge, culvert, or ditch, composed of a virtually non-erodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.
- (37) *Sediment.* Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.
- (38) *Sedimentation.* The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
- (39) *Soil and Water Conservation District Approved Plan.* An erosion, sedimentation and pollution control plan approved in writing by the Gwinnett or Walton Soil and Water Conservation District, as appropriate.
- (40) *Stabilization.* The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.
- (41) *State General Permit.* The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state’s authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and Code Section 12-5-30(f).
- (42) *State Waters.* Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

- (43) *Structural Erosion, Sedimentation and Pollution Control Practices.* Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the publication “Manual for Erosion and Sediment Control in Georgia.”

- (44) *Trout Streams.* All streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. 12-5-20, in the rules and regulations for Water Quality Control, Chapter 391-3-6 at www.epd.georgia.gov. Streams designated as primary trout waters are defined as water supporting a self- sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

- (45) *Vegetative Erosion and Sedimentation Control Measures.* Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:
 - (a) Permanent seeding, sprigging or planting, producing long-term vegetative cover, or
 - (b) Temporary seeding, producing short-term vegetative cover; or
 - (c) Sodding, covering areas with a turf of perennial sod-forming grass.Such measures can be found in the publication “Manual for Erosion and Sediment Control in Georgia”.

- (46) *Watercourse.* Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

- (47) *Wetlands.* Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Sec. 113-2 Exemptions

This chapter shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

- (1) Surface mining, as the same is defined in O.C.G.A. 12-4-72, "The Georgia Surface Mining Act of 1968".
- (2) Granite quarrying and land clearing for such quarrying;

- (3) Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
- (4) The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. 12-7-6 and this paragraph. For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the city;
- (5) Agricultural operations as defined in O.C.G.A. 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;
- (6) Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in subsections 113-3 (c)(15) and (16) of this chapter, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;
- (7) Any project carried out under the technical supervision of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture;
- (8) Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one (1) acre, which involves land-disturbing activity, and which is within 200 feet of any

such excluded channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the city from regulating any such project which is not specifically exempted by subsections (1)-(7) or (9)-(10) of this section;

- (9) Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or the State Road and Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the city, the city shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;
- (10) Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the city shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and
- (11) Any public water system reservoir.

Section 113-3 - Minimum requirements; best management practices

- (1) *General provisions.* Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of subsections (b) and (c) of this section. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and

pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

(2) *Minimum requirements/ BMPs*

- (a) Best management practices as set forth in subsections (b) and (c) of this section shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the city or to any other allegation of noncompliance with subsection (b)(2) of this section or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to O.C.G.A. 12-5-30(f), the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. 12-7-6(b).
- (b) A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a local Issuing Authority or of any state general permit issued by the Division pursuant to O.C.G.A. 12-5-30(f), the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five (5) acres.
- (c) Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a Local Issuing Authority or of any state general permit issued by the Division pursuant to Code Section 12-5-30(f), the "Georgia Water Quality Control Act", for each day on which such failure occurs.
- (d) The city may require, in accordance with regulations adopted by the board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
- (e) The city may set more stringent buffer requirements than stated in subsection (c) (15)-(17) of this section, in light of O.C.G.A. § 12-7-6(c).

- (3) The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. 12-7-1 et. seq. for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia" published by the

Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

- (a) Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion;
- (b) Cut-fill operations must be kept to a minimum;
- (c) Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
- (d) Whenever feasible, natural vegetation shall be retained, protected and supplemented;
- (e) The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
- (f) Disturbed soil shall be stabilized as quickly as practicable;
- (g) Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
- (h) Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
- (i) To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. 12-7-1 et. seq.;
- (j) Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
- (k) Cuts and fills may not endanger adjoining property;
- (l) Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
- (m) Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
- (n) Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in subsection (b)(2) of this section;
- (o) Except as provided in subsections (16) and (17) of this section, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or where bulkheads and sea

walls are installed to prevent shoreline erosion on Lake Oconee and Lake Sinclair; or along any ephemeral stream. As used in this provision, the term 'ephemeral stream' means a stream: that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow, Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
- b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:
 - (i) Stream crossings for water lines; or
 - (ii) Stream crossings for sewer lines; and
- (p) There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed ; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

- b. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed: provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
- c. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:
 - (i) Stream crossings for water lines; or
 - (ii) Stream crossings for sewer lines; and
- (q) There is established a 25-foot buffer along coastal marshlands, as measured horizontally from the coastal marshland-upland interface, as determined in accordance with Chapter 5 of Title 12 of this title, the “Coastal Marshlands Protection Act of 1970.” And the rules and regulations promulgated thereunder, except where the director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to Code Section 12-2-8, where an alteration within the buffer area has been authorized pursuant to Code Section 12-5-286, for maintenance of any currently serviceable structure, landscaping, or hardscaping, including bridges, roads, parking lots, golf courses, golf cart paths, retaining walls, bulkheads, and patios; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, where a drainage structure or roadway drainage structure is constructed or maintained; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, on the landward side of any currently serviceable shoreline stabilization structure, or for the maintenance of any manmade storm-water detention basin, golf course pond, or impoundment that is located entirely within the property of a single individual, partnership, or corporation; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented. For the purposes of this paragraph maintenance shall be defined as actions necessary or appropriate for retaining or restoring a currently serviceable improvement to the specified operable condition to achieve its maximum useful life. Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable period of time

after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design and serviceable shall be defined as usable in its current state or with minor maintenance but not so degraded as to essentially require reconstruction.

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat; and
 - b. The buffer shall not apply to crossings for utility lines that cause a width of disturbance of not more than 50 feet within the buffer, provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.
 - d. The buffer shall not apply to any land-disturbing activity conducted pursuant to and in compliance with a valid and effective land-disturbing permit issued subsequent to April 22, 2014, and prior to December 31, 2015; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented or any lot for which the preliminary plat has been approved prior to December 31, 2015 if roadways, bridges, or water and sewer lines have been extended to such lot prior to the effective date of this Act and if the requirement to maintain a 25 foot buffer would consume at least 18 percent of the high ground of the platted lot otherwise available for development; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.
 - d. Activities where the area within the buffer is not more than 500 square feet or that have a “Minor Buffer Impact” as defined in 391-3-7-.01(r), provided that the total area of buffer impacts is less than 5,000 square feet are deemed to have an approved buffer variance by rule. Bank stabilization structures are not eligible for coverage under the variance by rule and notification shall be made to the Division at least 14 days prior to the commencement of land disturbing activities.
- (4) Nothing contained in O.C.G.A. 12-7-1 et. seq. shall prevent the city from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in subsections (b) and (c) of this section.
 - (5) The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.

Sec 113-4 - Application/permit process

- (1) *Generally.* The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The city shall review the tract to be developed and the area surrounding it. They shall consult the zoning ordinance, storm water management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance, and any other ordinances, rules, regulations or permits, which regulate the development of land within the jurisdictional boundaries of the city. However, the owner and/or operator are the only parties who may obtain a permit.
- (2) *Application requirements.*
 - (a) No person shall conduct any land-disturbing activity within the jurisdictional boundaries of the city without first obtaining a permit from the planning and development department to perform such activity and providing a copy of Notice of Intent submitted to EPD if applicable.
 - (b) The application for a permit shall be submitted to the planning and development department and must include the applicant's erosion, sedimentation and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in subsection (c) of this ordinance. Erosion, sedimentation and pollution control plans, together with supporting data, must demonstrate affirmatively that the land disturbing activity proposed will be carried out in such a manner that the provisions of subsection (c) of this ordinance will be met. Applications for a permit will not be accepted unless accompanied by sufficient copies of the applicant's erosion, sedimentation and pollution control plans, as determined by the planning and development department. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10.
 - (c) In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. 12-7-8 half of such fees levied shall be submitted to the Division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. 12-7-17 shall be submitted in full to the Division, regardless of the existence of a Local Issuing Authority in the jurisdiction.
 - (d) Immediately upon receipt of an application and plan for a permit, the city shall refer the application and plan to the district for its review and approval or disapproval concerning the adequacy of the erosion, sedimentation and pollution control plan. The district shall approve or disapprove a plan within 35 days of receipt. Failure of the district to act within 35 days shall be considered an approval of the pending plan. The results of the district review shall be forwarded to the city. No permit will be issued unless the plan has been approved by the district, and any variances required by subsections 113-3 (c) (15) and (16) have been obtained, all fees have been paid, and

bonding, if required as per subsection (b)(6) of this section have been obtained. Such review will not be required if the city and the district have entered into an agreement which allows the city to conduct such review and approval of the plan without referring the application and plan to the district. The city shall approve or disapprove a revised plan submittal within 35 days of receipt. Failure of the city with plan review authority to act within 35 days shall be considered an approval of the revised plan submittal.

- (e) If a permit applicant has had two or more violations of previous permits, this chapter, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing the application under consideration, the city may deny the permit application.
- (f) The city may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this section or with the conditions of the permit after issuance, the city may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the city with respect to alleged permit violations.

(3) *Plan requirements*

- (a) *Design criteria.* Plans must be prepared to meet the minimum requirements as contained in subsections 113-3(b) and (c) of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The “Manual for Erosion and Sediment Control in Georgia” is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the commission and in consultation with the division and the stakeholder Advisory Board created pursuant to O.C.G.A. 12-7-20.
- (b) *Data Required for Site Plan.* The site plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

(4) *Permits*

- (a) Permits shall be issued or denied as soon as practicable but, in any event, not later than forty-five (45) days after receipt by the city of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
- (b) No permit shall be issued by the city unless the erosion, sedimentation and pollution control plan has been approved by the district and the city has affirmatively determined that the plan is in compliance with this ordinance, any variances required by subsections 113-3(c) (15)-(17) are obtained, bonding requirements, if necessary, as per subsection (b)(6) of this section are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the city are met. If the permit is denied, the reason for denial shall be furnished to the applicant.
- (c) Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the city.
- (d) If the tract is to be developed in phases, then a separate permit shall be required for each phase.
- (e) The permit may be suspended, revoked, or modified by the city, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
- (f) The city may reject a permit application if the applicant has had two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. 12-7-7 (f) (1).

Sec. 113-5 - Inspection and Enforcement.

- (1) The city will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the city shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such

measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.

- (2) The city must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.
- (3) The city shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- (4) No person shall refuse entry or access to any authorized representative or agent of the city, the commission, the district, or division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.
- (5) The district or the commission or both shall semi-annually review the actions the city, if the city has been certified as local issuing authority pursuant to O.C.G.A. 12-7-8 (a). The district or the commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the city's erosion, sedimentation and pollution control program. The district or the commission shall notify the division and request investigation by the division if any deficient or ineffective local program is found.
- (6) The division may periodically review the actions of the city pursuant to Code Section 12-7-8 (a). Such review may include, but shall not be limited to, review of the administration and enforcement of the chapter and review of conformance with an agreement, if any, between the district and the city. If such review indicates that the city, if certified pursuant to O.C.G.A. 12-7-8 (a), has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. 12-7-7 (e), the division shall notify the city in writing. The city, if notified, shall have 90 days within which to take the necessary corrective action to retain certification as a local issuing authority. If the city does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the city as a local issuing authority.

Sec. 113-6 - Penalties and incentives.

- (1) *Failure to obtain a permit for land-disturbing activity.* If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the city.
- (2) *Stop-work orders*
 - (a) For the first and second violations of the provisions of this ordinance, the city shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the city shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the city shall issue an immediate stop-work order in lieu of a warning;

- (b) For a third and each subsequent violation, the city shall issue an immediate stop-work order; and;
 - (c) All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
 - (d) When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the city or by the director or his or her designee, have been or are being discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the city or by the director or his or her designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.
- (3) *Bond forfeiture* If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of subsection 113-4 (b)(6). The city may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.
- (4) *Monetary penalties.* Any person who violates any provisions of this chapter, or any permit condition or limitation established pursuant to this chapter, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the city issued as provided in this chapter shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this chapter, notwithstanding any provisions in the city charter to the contrary, municipal courts shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

Sec 113-7. - Education and certification.

- (1) Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. 12-7-20.
- (2) For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training

certification requirements developed by the commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.

- (3) Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this ordinance.
- (4) If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

Sec 113-8. - Administrative appeal and judicial review.

- (1) *Administrative remedies.* The suspension, revocation, modification or grant with condition of a permit by the city upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the city council within 60 days after receipt by the planning and development department of written notice of appeal.
- (2) *Judicial review.* Any person, aggrieved by a decision or order of the Local Issuing Authority, after exhausting his administrative remedies, shall have the right to appeal the decision to the Superior Court of Gwinnett or Walton County, as appropriate.

Sec. 113-9. - Liability

- (1) Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the city or district for damage to any person or property.
- (2) The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
- (3) No provision of this ordinance shall permit any persons to violate the Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

Section 2. Should a court of competent jurisdiction deem any phrase, clause, sentence or section of this Ordinance unconstitutional, such determination shall not affect the remaining provisions of this Ordinance, which provisions shall remain in full force and effect.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

Section 4. This ordinance shall be effective on the date of its adoption.

This ____ day of _____, 20 ____

ATTEST:

CITY OF LOGANVILLE:

City Manager Danny Roberts

Mayor Skip Baliles

Walton County, Georgia

Agreement Regarding Building

This agreement is made and entered into between the **City of Loganville, Georgia**, a municipal corporation, [hereinafter “City”] and the **Walton County Board of Health** [hereinafter “Board of Health”].

Whereas, the City owns certain real property, comprising a building formerly used as City Hall and a lot upon which it is situated, located at 4385 Pecan Street, Loganville, Georgia, described generally as 2.20 acres and improvements thereon designated as Parcel Number LG05101 in Walton County tax records [hereinafter “the property”]; and

Whereas, it is beneficial for the citizens of the City of Loganville to have public health services and related activities available within the City;

In consideration of the covenants and agreements hereafter provided, the City and the Board of Health agree as follows:

- 1. Use of building and property.** The Board of Health shall have the exclusive use of the property, except as specifically otherwise provided hereinbelow, for the provision of public health services and related activities.
- 2. Term.** The term shall be for a period of five years, commencing on March 1, 2023 and ending on February 29, 2028. This agreement will continue on an annual basis thereafter. Either party has a right to terminate this agreement with 180 day notice.

3. No Payment of Monetary Rent. The Board of Health shall not pay any monetary rent to the City.

4. Payment of Utility Costs. Upon execution of this agreement, the Board of Health shall transfer all utility services to its responsibility.

5. Atrium. The City shall be authorized to provide public access to the atrium area and the restrooms therein during hours when the Board of Health is not conducting public health activities in the building. The City shall be responsible for maintenance of the atrium and restrooms when used in accordance with this paragraph.

6. Repairs & Maintenance. The Board of Health shall provide regular janitorial services for the entire building. The City shall provide janitorial service of the atrium and atrium restrooms after any events at which the City provides public access to the atrium area. The City shall provide, within its discretion, repair and maintenance of the building and grounds.

7. Indemnification. The Board of Health shall indemnify and hold harmless the City from all liability and claims arising from the Board of Health's occupation and use of the building by its employees, agents, patients, visitors, licensees, and invitees.

8. Insurance. The Board of Health shall provide premises liability insurance and business interruption insurance. The City shall be responsible for comprehensive and casualty insurance for the building.

In witness whereof, the parties have hereunto set their hands and seals, this _____ day of _____ 2023.

The City of Loganville, Georgia

Walton County Board of Health

By: _____
Mayor

By: _____
District Health Director,
for the Walton County
Board of Health

Attest: _____
Clerk

Attest: _____
Clerk

Georgia Department of Public Health



Loganville Health Department,
Northeast Health District

1

What is the Mission of DPH?



- Prevent disease, injury and disability
- Promote health and well-being
- Prepare for and respond to disasters

2

County Health Departments



Each county has at least one health department clinic

- Counties with one clinic site:
 - Barrow, Elbert, Greene, Madison, Morgan, Oconee, and Oglethorpe
- Counties with multiple clinics:
 - Clarke (main health department plus 2 teen clinics)
 - Jackson (Commerce and Jefferson)
 - Walton (Loganville and Monroe)



Northeast Health District

3

Health Department Services

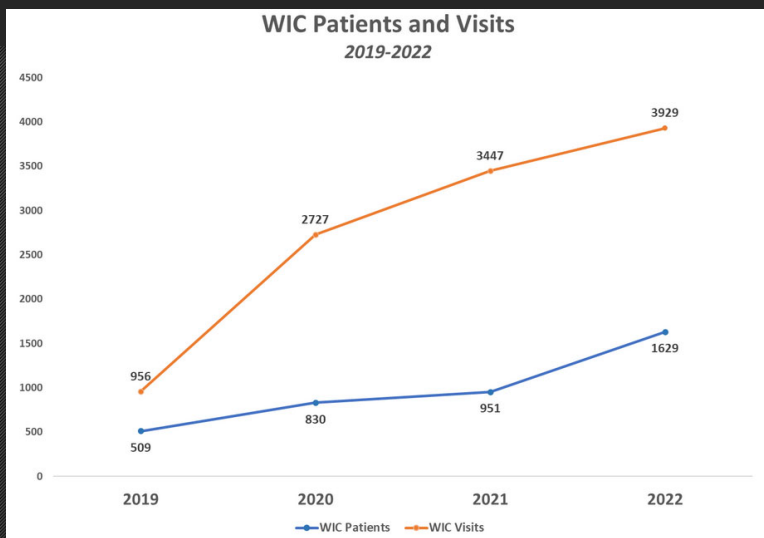


WIC (Women, Infants, and Children)

- Supplemental Food Program
- Nutritional Education
- Medicaid Eligibility for Pregnant Women

4

WIC Activity, Loganville HD



5

Who Provides Services?



- Nurse-led care provided by expanded-role nurses

- Work more independently
- Operate under protocols
- Require additional training



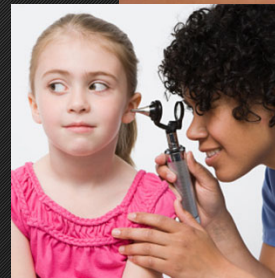
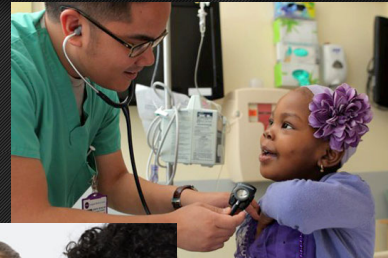
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Health Department Services



Child Health

- Immunizations
 - Required school immunizations
 - Flu, HPV, COVID, and other recommended vaccines
- Ear, Eye, and Dental Screenings
- Scoliosis Screenings



7

Health Department Services



Reproductive Health

- Birth Control
- Physical Exams
- Pregnancy Testing
- STI Testing & Treatment
- HIV Testing



8

Health Department Services



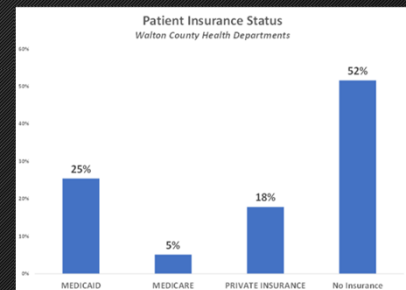
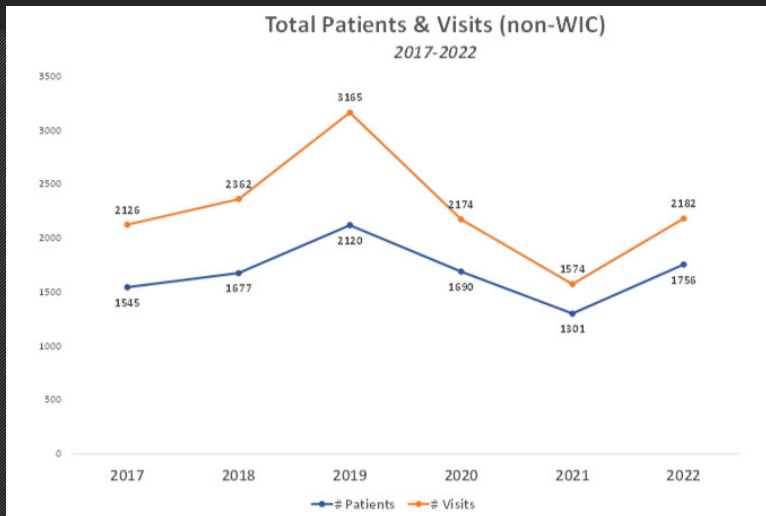
Adult Health

- Cardiovascular Screenings
- Breast Exams & Mammogram Referrals
- Blood Pressure Management
- Immunizations
 - Flu, pneumonia, shingles, COVID
- Tuberculosis Screening and Treatment



9

Clinical Activity, Loganville HD



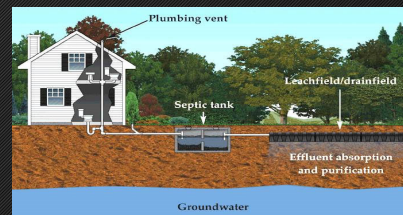
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Environmental Health



Environmental Health

- Sewage/septic system permitting and inspections
- Restaurant/food service permitting and inspections
- Permitting and inspecting:
 - Hotels and motels
 - Public swimming pools
 - Body art studios
- Rabies prevention
- Private well water sampling



11

Environmental Health Activity



- There are 95 EH-permitted establishments in Loganville
 - 69 food service
 - 21 swimming pools
 - 4 body art
 - 1 tourist accommodation
- In the past 3 years (2020-2022) there have been:
 - 663 new septic systems permitted: 214 in 2020, 273 in 2021 and 176 in 2022
 - 150 existing septic systems evaluated
 - 20 food service applications
 - 3 public pool applications
 - 2 body art applications

12

Other PH Services



Babies Can't Wait and Children 1st

- Case management and service referral for children under 5 yrs

Children's Medical Services

- Provides and coordinates specialty medical evaluations and treatment for eligible children (ages 0-21) with chronic medical conditions

Epidemiology Unit

Emergency Preparedness and Response

- Help health departments prepare for and respond to public health emergencies



13

Questions?



14