

AGENDA  
WORK SESSION  
OF THE PERRY CITY COUNCIL  
APRIL 18, 2016  
5:00 P.M.

1. Call to Order: Mayor James E. Faircloth, Jr.
2. Roll:
3. Items of Review/Discussion: Mayor James E. Faircloth.
  - 3a. Presentation from Servants Task Force – Mr. Steve Rodgers.
  - 3b. Request from Legacy Park Homeowners Association for “No Soliciting, No Peddling” signage – Ms. Reba Cole.
  - 3c. Discussion of lighting options for City Hall parking lot.
  - 3d. Consider extension of city water to lot in Devonwood Subdivision.
  - 3e. Consider adjusting fee requirement and length of permit for banners.
  - 3f. Consider contracting for design of Calhoun Park tennis courts improvements.
  - 3g. Review role of Perry Arts Center Advisory Committee.
  - 3h. Discussion of transportation for senior citizens – Councilmember W. King.
  - 3i. Request to waiver late fees – Ms. B. King.
  - 3j. City’s Continuity Of Operations Plan – Chief J. Gray.
4. Council Member Items:
5. Department Head Items:
6. Adjourn.

## Annie Warren

---

**From:** jimmy faircloth <mayor.faircloth@perry-ga.gov>  
**Sent:** Monday, April 04, 2016 9:17 AM  
**To:** Steve Rodgers  
**Cc:** Dean Cowart; Robert Smith; Randy Toms; Renee Alday; John Harley; Greg Edenfield; Tony Henderson; Lee Gilmour; Randall Walker; Annie Warren; David G. Walker; Matthew C. Hulbert  
**Subject:** RE: Public service Announcement Help

Mr. Rodgers,

At our meeting, I specifically told you that the City of Perry was not at that time endorsing the venture, and I also said that you were welcome to approach our Police Chief and Fire Chief concerning their involvement. I also said that their involvement was entirely up to them, but at no time have I or anyone from the City of Perry endorsed the project. Your previous email took liberties in telling me when we would participate, specifically in PSA's. I don't respond well by being told that the City will do anything, especially when council has no idea about an event. Our next work session is at 5:00 PM on April 18, 2016. You are welcome to present. Please be prepared to answer at least the following: Do you have a formal organization (501-c designation, LLC, LLP, Inc., Partnership, etc.)? What levels of insurance does your organization carry? Do you plan to have each participant sign a waiver of liability, and if so, may we see the form? What will the teams/participants be required to do, and where? Plus other particulars of the event.

Being included in emails and having one meeting and one phone call with you does not constitute approval from me or the city. I have no concern for your production schedule. If this project is worth doing so fast, go ahead without the City of Perry.

I look forward to your presentation to council on April 18.

*Jimmy Faircloth, Mayor*

*City of Perry*

*478-988-2700 office*

*478-952-5964 cell*

*Sent from my Verizon 4G LTE Droid*

On Apr 3, 2016 9:16 PM, Steve Rodgers <hotrod31014@hotmail.com> wrote:

Mayor Faircloth:

My apologies, from our conversation in your office regarding my explanation of this event and from our phone conversation when I asked and approved to be able to speak with your Police and Fire Chief's in regards to fielding a team of cops and firefighters; I was under the impression that the City of Perry was already onboard with our endeavor. With all the emails I have sent in the past few months, I don't recall one stating a change of heart or participation until today. If by some error on my part with enthusiasm that I took our conversations in a way that was oblivious to you having to have your councils approval; certainly, we do not wish to do so. This is a "Joint" Houston County event and we certainly want the City of Perry to be as involved as Centerville and Warner Robins. My councilman in Warner Robins was present when I spoke to Mayor Toms, and through my conversation with Mayor Harley was able to meet and gain the support of Councilman Armijo of Centerville. I know Council is important.

We welcome the opportunity to speak to the council to explain our event; to express our wishes for Perry to be involved, and to answer any questions to sell you and them on the endeavor that we are working on to help local veterans through our efforts. If you will provide the time and location; myself and a board member will attend and hopefully be heard regarding this matter.

I had invited Mr. Smith, whom I contacted first at City Hall in the beginning, to all our meetings to stay informed; however, his schedule hasn't allowed that to happen, but have included him on our updates. At each meeting, we invite everyone that wants to come and listen to our updates, plans moving forward, and those we hope to include through their organization or service to be there; hopefully in the future once we have Perry onboard; someone will be able to attend any meeting we have from the City of Perry to hear and offer inputs on anything in regards to this event.

I have spoken to our production people regarding this and they will have to make the determination on whether or not we will be able to hold off of the commercial filming due to tight time constraints. We must get the thing shot and approved so we can begin having it shown in May as we launch this to the public.

Best Regards  
Steve Rodgers  
Servants Task Force

---

Date: Sun, 3 Apr 2016 19:23:32 -0500  
Subject: Re: Public service Announcement Help  
From: mayor.faircloth@perry-ga.gov  
To: hotrod31014@hotmail.com  
CC: morningstar.fmcr@yahoo.com; rtoms@wrga.gov; cityattorney@centerville.mgacoxmail.com; mayorfaircloth@perry-ga.gov; mayor@centerville.mgacoxmail.com; cityclerk@centerville.mgacoxmail.com; annie.warren@perry-ga.gov; lee.gilmour@perry-ga.gov; randall.walker@perry-ga.gov; dwalker@whgmlaw.com; mhulbert@whgmlaw.com; robert.smith@perry-ga.gov

Mr. Rodgers,  
I will not participate without my council's knowledge and concurrence. I appreciate your efforts, but I am not sold on the endeavor. We have council work sessions on the first and third Mondays. I welcome you to present to a council work session. Our next meeting is April 18, 2016.

*Jimmy Faircloth, Mayor  
City of Perry  
478-988-2700 office  
478-952-5964 cell*

*Sent from my Verizon 4G LTE Droid*

On Apr 3, 2016 6:56 PM, Steve Rodgers <hotrod31014@hotmail.com> wrote:  
Mayors:

Renee Alday is the film producer for our Public Service Announcement that we are filming this week to prepare for broadcast in May when we announce our event to the public.

Today, at our meeting we discussed the location of where would be best to shoot our Mayors and it was determined that the Seal on Carl Vinson at the Courthouse would be the best. It has the county seal and would not put one city over the others. If you could have the person that handles your schedules get with Renee so a time and date can be put together for this; it will only take a few minutes. Getting all 3 of you together is the hard part.

We know each of you have heavy schedules with many meetings and such; even a Saturday or Sunday would work out. Her number is: 957-4843.

Thank you for your support and help with this effort so far, this will be something that bonds our 3 cities and base, will enhance our efforts to help veterans and all our heroes in uniforms. and could possibly become an event that will reach beyond the borders of this county, state, and nation to unite people into doing for others without expecting anything for themselves.

Please have your people contact Renee; we are on a tight schedule as well; to get everything shot, product put together, and affirmed by the Miss America organization so we can start airing it in May.

God Bless and Thank you for your time, efforts, and Service to this Event.

Steve Rodgers  
Servants Task Force

## Annie Warren

---

**Subject:** FW: PSA Commercial for veterans event  
**Attachments:** PSA Format.docx

----- Forwarded message -----

From: Steve Rodgers <[hotrod31014@hotmail.com](mailto:hotrod31014@hotmail.com)>  
Date: Mar 30, 2016 5:38 PM  
Subject: PSA Commercial for veterans event  
To: John Harley <[mayor@centerville.mgacoxmail.com](mailto:mayor@centerville.mgacoxmail.com)>, Rebecca Tydings  
<[cityattorney@centerville.mgacoxmail.com](mailto:cityattorney@centerville.mgacoxmail.com)>, " [cityclerk@centerville.mgacoxmail.com](mailto:cityclerk@centerville.mgacoxmail.com) "  
<[cityclerk@centerville.mgacoxmail.com](mailto:cityclerk@centerville.mgacoxmail.com)>, Jimmie Faircloth <[mayorfaircloth@perry-ga.gov](mailto:mayorfaircloth@perry-ga.gov)>  
Cc:

Mayor Harley and Faircloth:

We are going to be shooting the Public Service Announcement for our event next week with those we are using to create a powerful message and stir interest for our event. We have to shoot all scenes, put the commercial together, and send it to the Miss America Organization, Shaw Blackmon, and Larry Walker for their approval since they are appearing in it and we have to meet their position terms for their appearance in the video.

We are shooting Betty in Atlanta on Tuesday and attempting to do all the Veterans shots Wednesday morning. We will be doing the State Representatives at 1:00 and setting up the pastors for 2:00. We are hoping that your schedules could be open around the 3:30 timeframe to get together for your shot together. Attached is a template for the PSA and all we are asking is to have our Mayors together, we will provide the "Heed the Call" wrist bands for you, and we will have you say "Heed the Call".

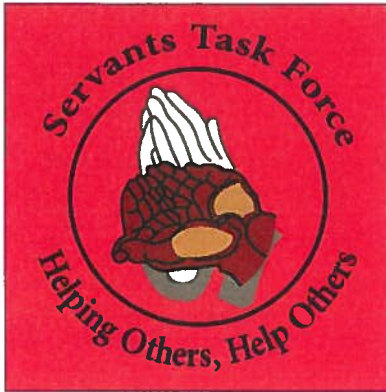
From start up to finish; the entire time required would be 20 minutes most. We have been working on setting most of our sets up in Warner Robins around the base and City Hall so our thought for this shoot would be in Mayor Toms office.

If your schedule is open to the 6th at 3:30 and you could make this shoot; please let me know; if not; let me know when your schedule is open and we will work around the schedules to put this together. If we can't get all of you together; we will do a "split-screen" shot; which will work; just not be the "united" shot we would like.

Just let me know if the time and date is suitable or if we need to make other arrangements.

V/r

Steve Rodgers  
Servants Task Force



March 15, 2016

"Heed the Call" is the subject of a public service announcement that we will be producing and filming to be shown on the local television stations in the Middle Georgia area to raise awareness for an event we will be having in August to bring attention and aid to local disabled veterans organizations in Houston County. The PSA will not mention the event itself; it will only give information at the end of the spot telling viewers to visit our website for more information on how to "Heed the Call".

As explained in our phone conversation; the PSA is simple. It starts with a scene of people at a gravesite with announce in background, "We pay respects for those gone." Then a shot of people around the POW/MIA Memorial, announcer, "We pray for those that have not returned." Then, it shows current Veterans in front of the F-15 in front of City Hall, announcer, "But what are we doing for those who are still here and need our help?"

Pastors: "Heed the Call"

Mayors of 3 cities in Houston County: "Heed the Call"

State Representatives: "Heed the Call"

Miss America, Betty Cantrell, "Please, Heed the Call"

Veteran in full military wear, "We did for you"

Then the voiceover spokesperson says, "For information go to our website: [www.americanbattleground.com](http://www.americanbattleground.com) and Heed the Call to support those who stood tall and heeded the call for us."

## Annie Warren

---

**From:** jimmy faircloth <mayor.faircloth@perry-ga.gov>  
**Sent:** Tuesday, April 05, 2016 9:36 AM  
**To:** Annie Warren  
**Subject:** Fwd: RE: Sponsorship of Event and Public Service Announcement Participation

*Jimmy Faircloth, Mayor*

*City of Perry*

*478-988-2700 office*

*478-952-5964 cell*

*Sent from my Verizon 4G LTE Droid*

----- Forwarded message -----

From: Mayor of Centerville <mayor@centerville.mgacoxmail.com>

Date: Mar 28, 2016 2:02 PM

Subject: RE: Sponsorship of Event and Public Service Announcement Participation

To: 'Steve Rodgers' <hotrod31014@hotmail.com>, 'Randy Toms' <rtoms@wrga.gov>, 'Jimmie Faircloth' <mayorfaircloth@perry-ga.gov>

Cc: 'Edward Armijo' <earmijo40@gmail.com>, 'Robert Smith' <robert.smith@perry-ga.gov>, 'Tim Thomas' <tlthomas@wrga.gov>, "Rebecca L. Tydings"

<cityattorney@centerville.mgacoxmail.com>, <cityclerk@centerville.mgacoxmail.com>

Please add our City Attorney and City Clerk to all future correspondence.

I will check to see what else we need to be doing. Thank you,

*JRHN*

JOHN R. HARLEY

Mayor, City of Centerville

(478) 953-4734

(478) 951-1854 (cell)

mayor@centerville.mgacoxmail.com

## Annie Warren

---

**Subject:** FW: Sponsorship of Event and Public Service Announcement Participation

On Mar 26, 2016 1:52 PM, Randall Walker <[randall@randallwalker.org](mailto:randall@randallwalker.org)> wrote:

After doing some research, I do not think this an event that the city would be interested in supporting. He appears to just be a promoter of these type of events for a large number of causes. Not comfortable with what I have read.

**From:** jimmy faircloth [<mailto:mayor.faircloth@perry-ga.gov>]  
**Sent:** Saturday, March 26, 2016 11:33 AM  
**To:** Randy Toms <[rtoms@wrga.gov](mailto:rtoms@wrga.gov)>; John Harley <[mayor@centerville.mgacoxmail.com](mailto:mayor@centerville.mgacoxmail.com)>  
**Cc:** Randall Walker <[randall.walker@perry-ga.gov](mailto:randall.walker@perry-ga.gov)>; Robert Smith <[robert.smith@perry-ga.gov](mailto:robert.smith@perry-ga.gov)>; Lee Gilmour <[lee.gilmour@perry-ga.gov](mailto:lee.gilmour@perry-ga.gov)>  
**Subject:** Fwd: Sponsorship of Event and Public Service Announcement Participation

Randy and John,

I am not comfortable with Mr. Rodgers telling me and council that we will endorse his event. My council has not heard of this. I will present it to them, but not until I have a much higher level of comfort in the project. I am not in favor of being strong-arm into supporting anything. I welcome your thoughts, but if I go to my council with this email they will have more questions than I have answers. I told our police and fire chiefs to respond to him if they wished, but that the city at this time was not endorsing the project. I have no objections if either of them and departments participate, but it will be their decisions to make. I am not going to participate at this time, pending hearing from each of you. I will respond to Mr. Rodgers accordingly, once I hear from you both.

*Jimmy Faircloth, Mayor*

*City of Perry*

*478-988-2700 office*

*478-952-5964 cell*

*Sent from my Verizon 4G LTE Droid*

----- Forwarded message -----  
From: Steve Rodgers <[hotrod31014@hotmail.com](mailto:hotrod31014@hotmail.com)>  
Date: Mar 25, 2016 9:10 PM



Subject: Sponsorship of Event and Public Service Announcement Participation

To: John Harley <[mayor@centerville.mgacoxmail.com](mailto:mayor@centerville.mgacoxmail.com)>, Randy Toms <[rtoms@wrga.gov](mailto:rtoms@wrga.gov)>, Jimmie Faircloth <[mayorfaircloth@perry-ga.gov](mailto:mayorfaircloth@perry-ga.gov)>

Cc: Edward Armijo <[earmijo40@gmail.com](mailto:earmijo40@gmail.com)>, Robert Smith <[robert.smith@perry-ga.gov](mailto:robert.smith@perry-ga.gov)>, Tim Thomas <[tlthomas@wrga.gov](mailto:tlthomas@wrga.gov)>

Mayors:

Today, I had conversations with a couple of the Chief's concerning the upcoming event to get an update on participation of our firefighters or law enforcement to help our disabled veterans in Houston County. They told me that they have not been informed that the event is being "sponsored" by the cities nor have they heard a "resolution" to let them know that any of the city workers participating in this would be covered in case of injury. They said they had people wanting to participate; however, they felt they weren't given a green light to do so and didn't want to lose their jobs by doing so.

**First:** We, Servants Task Force, are taking out a liability insurance policy for all volunteers that participate in the events and it will incorporate the Houston County Board of Education as well since we are having the event on their property. Each city attorney will receive a copy of the policy. We don't expect anyone to be injured as the contests are not the most strenuous and we are doing the first event for fun and to show support for our veterans; once we expand it to a higher level; then the competitions and degree of difficulty will increase. This first year we just need to show complete communities involvement from every element and honor our veterans for the goal of filming the event is set to bring in the future.

**Second:** Having our local firefighters and law enforcement included with teams to compete with our school coaches and local citizens will be paramount to our success. We are still working on a plan to create a team of active duty military members to participate; we have to wait until we announce the event to be able to converse with military members to organize a team from our military members at Robins due to rules and regulations by the DOD. They are allowed, we just can't ask them on base; it has to be through advertisements and media releases where they get the information.

The events are simplistic and those that participate should have no problems getting through them without injury. We would like to ask that you do whatever is necessary to show again your support for this event with ensuring that those working for the city are aware that they can participate and will be covered by our policy and not be in any danger of their jobs should they get a injury by an unforeseen event.

The next two weeks we are shooting our "Heed the Call" Public Service Announcement for our TV ads. We have Miss America, Betty Cantrell, local State Representatives, Business Sponsors, and local Pastors doing small cameos and we will ask that you and your council members participate as well if you will. We have the patriotic wrist bands that we intend to get to every veteran, veteran spouse, and veteran supporter in Houston County by August 13th through our promotion and all we require from you is to be in your office with your council around your desk. We will provide each of you with a wrist bracelet and you will say the words, "Heed the Call". Once the PSA is finished; we will present you with a showing of it for your approval. We are under contract with Miss America for the same reason, they have to approve before we can air it, so we want to have 100% blessings from all participants. We will set up a time and date to do the shoot; will only take about 15 minutes, we want to start broadcasting it the first week in May, so it will be the second or third week in April for us to get together. Having our local and state leaders, known pastors and businessmen, and Miss America in this commercial will enhance involvement for the future. People will go to our website to find out more about our event and participate.

The website: [www.americanbattleground.com](http://www.americanbattleground.com) is coming together. Next week, we are shooting the mini-infomercial on what American Battleground and Heed the Call are about and upload it to the site for viewing.

Once we have the organizations being sponsored selected; we will have their directors talk about the organizations, what they do for vets, and how our helping them will help them with their efforts.

Please take time to help us with this; April 3rd, we are having our last big meeting before we do the media release for this event to the public and we need to have everyone ready to move forward with their assigned tasks and be able to ensure we have a great product for people to engage in watching and getting involved with. Our greatest thanks for your support.

V/r

Steve Rodgers, President/CEO  
Servants Task Force



*Legacy Park Homeowner  
Association, Inc*

March 30, 2016

City Council of Perry, Ga

City Council Members:


This is a request of the Legacy Park Homeowners Association for the City of Perry to install a sign in the front entrance way of our subdivision stating "NO SOLICITING NO PEDDLING". This sign could be attached to the sign already installed "Watch for Children".

Respectfully submitted,

Reba Cole, HOA President 2016  
104 Winter Court  
Perry, Ga 31069  
478-224-2300

# Memo

TO: Lee Gilmour, City Manager

FROM: Harold Deal, Assistant City Engineer 

DATE: April 4, 2016

SUBJECT: City Hall Parking Lot Lighting

The engineer for the Washington Street project, Georgia Water & Environmental Services, LLC, has reviewed our options for lighting the City Hall parking lot. Those options are as follows:

1. Mongoose light fixtures.  
Mongoose lights are typically used on roads and streets and provide light in a 180° pattern. We would need two of these lights on each pole to properly light the lot. The electrical engineer does not recommend this fixture for this application.
2. Solar lighting.  
Solar lighting will cost approximately \$10,000 per fixture with two per pole not counting installation. The solar panel and battery for each pole are both mounted on the top of the pole. Some may consider this unsightly. The electrical engineer states this type of fixture is recommended for remote locations that are several thousand feet from a power source.
3. LED lighting.  
The electrical engineer recommends installing four 20' steel poles with LED fixtures. This will light the entire parking lot and allow for the removal of the unsightly wood pole at the front steps of City Hall. The total projected cost is \$33,000. Boring the parking lot to avoid cutting the pavement is included. A photometric drawing is attached showing the pole placement and light spread.

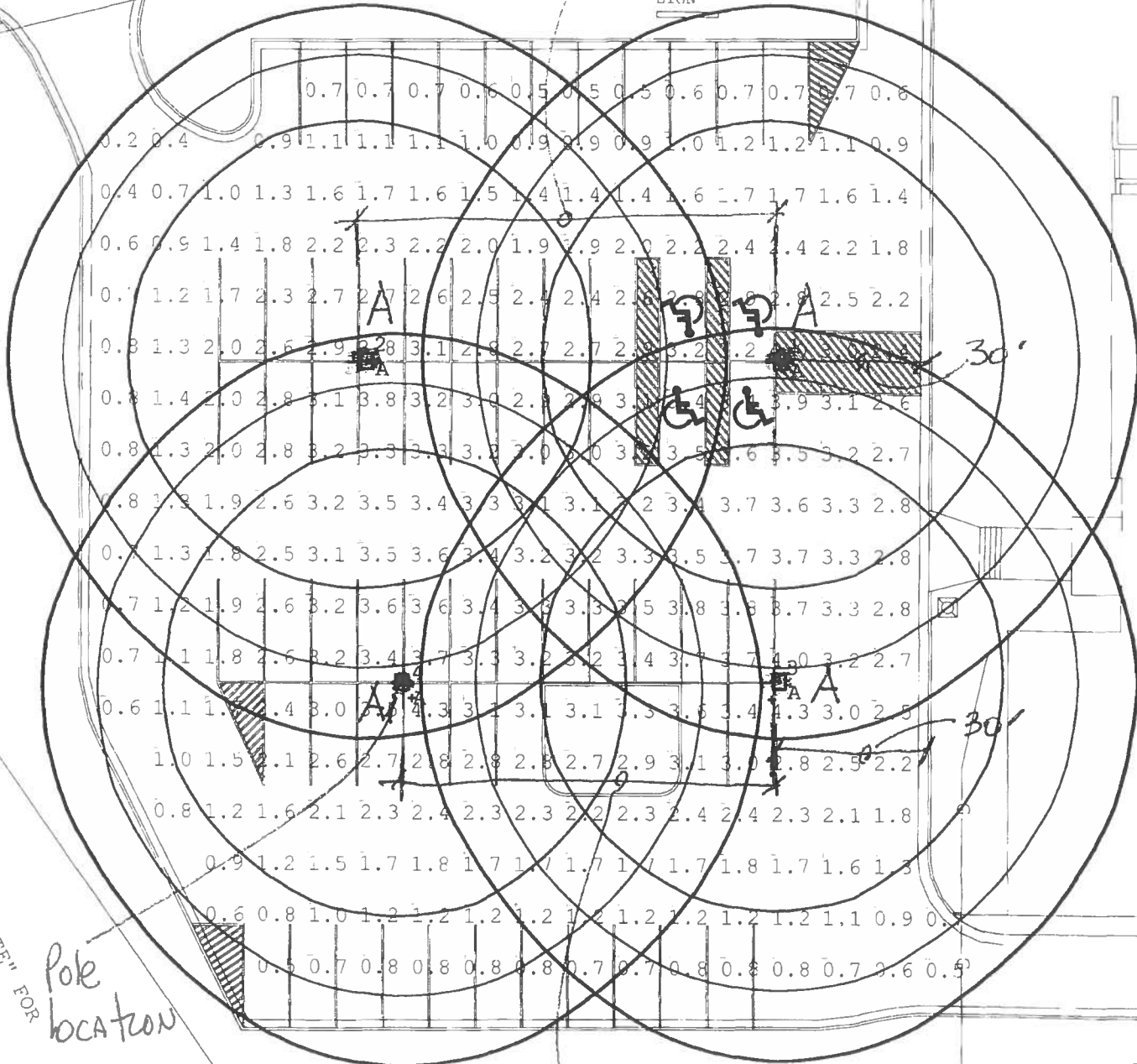
WASHINGTON STREET

C.I.

Lu  
Sy

82'

SIGN



TRMITS NOTE" FOR REGARDING "VATION.

Pole location

72'

G

# Memo

TO: Lee Gilmour, City Manager  
FROM: Chad McMurrian, Lead Engineering Technician  
DATE: April 7, 2016  
SUBJECT: Hill Road Lot 58A-87 Devonwood Subdivision

Customer has requested City Water Service at Lot 58A-87. I have listed additional cost to install a 2 inch water main in order service Lot 58A-87 on Hill Road.

- Cost of Materials Pipes fittings and valves \$666.29
- Cost of Labor \$324.00
- Cost of Equipment \$420.00

**Total Cost to install Service Main to Lot 58A-87 \$1,410.29**

Note: This \$1,410.29 will be an additional charge to customer requested water service install, which may include domestic and irrigation water meter services.

Please let me know if you have any questions or require additional information.





2 inch water main to serve Lot 58A-87

58A-36

58A-87

58A-41

58A-42

58A-43

58A-40

58A-39

HILL RD

BUCKINGHAM HILL

210'

200.38'

200.38'

19'

150'

150'

16.4'

# City of Perry

1211 Washington Street  
P.O. Box 2030  
Perry, Georgia 31069-6030

478-988-2700  
Telephone

www.perry-ga.gov  
email: lee.gilmour@perry-ga.gov

478-988-2705  
Telefax

## MEMORANDUM

TO: Mayor/Council  
FROM: Lee Gilmour, City Manager LG  
DATE: April 1, 2016  
REFERENCE: Sign Permits

In an effort to be customer friendly and focus on the real issues, the Administration recommends the Council approve:

1. Continue the requirement to have a sign permit for the users of temporary banners. The permit would be valid for twelve (2) months.
2. The permit would be issued at no cost to the petitioner.
3. Should a location fail to have the required permit, Code Enforcement will advise the site occupant of the requirements in writing/electronically.
4. If there is a repeat violation, the City utility account holder at the site will be charged a \$125.00/occurrence code enforcement service charge. This is identical to the current Certificate of Appropriateness process in the downtown district.

The purpose of this recommendation is to ensure banner users who abide by the regulations understand the City is not having these regulations to make money and to ensure repeat violators pay the cost of enforcement.

This will be discussed at your April 18, 2016 work session.



# City of Perry

1211 Washington Street  
P.O. Box 2030  
Perry, Georgia 31069-6030  
www.perry-ga.gov  
email: lee.gilmour@perry-ga.gov

478-988-2700  
Telephone

478-988-2705  
Telefax

## MEMORANDUM

TO: Mayor/Council  
FROM: Lee Gilmour, City Manager *LG*  
DATE: April 1, 2016  
REFERENCE: Tennis Court Improvements

Enclosed is a proposal and cost estimate for the design of the tennis court improvements. The Administration recommends Council approval contracting with WM2A for design/bid specifications only at this time. This cost would be paid from the SPLOST 12 Construction Fund. This firm has extensive experience with tennis courts in Bibb-Macon.

cc: Mr. K. Dye



Trey Wood, AIA, LEED AP  
Bill McLees, AIA, LEED AP  
David Selby, AIA  
Yancey Powers, AIA, LEED AP

24.March.2016

Mr. Kevin Dye  
Director of Leisure Services  
City of Perry, GA

Re: Barbara Calhoun Park Added Tennis Courts

Dear Mr. Dye:

We appreciate the opportunity to offer the following professional design services proposal for the addition of one double tennis court, and to resurface the existing double court. It is our understanding that the new courts will be designed per appropriate sports court regulations, and be of asphalt construction, while the resurfacing will be a tinted asphaltic topping. Chain link fencing and gates will also be added around the new courts, and a gate may be added in the existing fence to provide access from court to court. Lighting to match existing will be added at the court perimeter. As we discussed on site, the new courts will be installed South of the existing, and at a lower elevation to coincide with the site. Fill dirt will be imported and placed to form a structurally stable base for the new courts, and drainage swales will be added as necessary. No specific provisions will be made for installation of bleachers, as this park is not used for competitive play.

It is our intent to hire Civil and Electrical consultants to work under our architectural services umbrella. The services our team will provide include professional design and contract administration services for the duration of the project. I will be your point of contact for all phases of the work.

WM2A Architects proposes to perform the services indicated of our team for a fee equal to 8% of the cost of construction. Until contractor bids are received, I am estimating the cost of construction to be \$85,000.00 (\$66,000.00 for the new courts, the remainder for resurfacing and lighting). Thus our fee would be \$6,800.00. If the construction cost turns out to be different from our estimate, we will adjust it to be 8% of the cost of construction.

Again, thanks for the opportunity to provide services to The City of Perry. We will do all we can to make this project a success.

A handwritten signature in black ink, appearing to read 'David Selby', is written over a horizontal line.

David Selby, AIA  
Principal, WM2A Architects

Proposal Accepted by \_\_\_\_\_  
Date \_\_\_\_\_

Macon Office  
348 Cotton Avenue  
Suite 500  
Macon, GA 31201  
478.745.4945

Savannah Office  
24 Drayton Street  
Suite 520  
Savannah, GA 31401  
912.226.2557

Virginia Office  
306 North Main Street  
Hillsville, VA 24343  
276.266.3356

North Dakota Office  
215 North 3rd Street  
Suite 202B  
Grand Forks, ND 58203  
701.266.3356

# City of Perry

1211 Washington Street

P.O. Box 2030

Perry, Georgia 31069-6030

www.perry-ga.gov

email: lee.gilmour@perry-ga.gov

478-988-2700

Telephone

478-988-2705

Telefax

## MEMORANDUM

TO: Mayor/Council

FROM: Lee Gilmour, City Manager *LG*

DATE: April 13, 2015

REFERENCE: Committee Performance Review

In the April 9, 2016 Houston Home Journal newspaper, page one had a column long feature about a Cinco de Mayo-themed event sponsored by the Perry Arts Center Advisory Committee. The event included painting, a margarita “smackdown”, and a First Friday event downtown. The issue is the Arts Center Advisory Committee did not secure the required approval of the Perry Public Arts Commission.

This is another example of the Committee or its members proceeding to conduct events not authorized by the Perry Public Arts Commission. The Commission has attempted to partner with the committee and advised it of the process without success.

The Administration is concerned about this committee and its direction. Although originally recommended to the Perry Public Arts Commission, a review of the committee’s or its members’ actions indicate:

- Working partnerships to raise monies that benefit worthwhile outside groups, the committee itself, but not the Perry Arts Center.
- An overall lack of interest or input in the planned renovations of the Center even with several meetings scheduled.
- Promotion of events not related to or benefiting the Arts Center, such as First Friday.
- Unwilling or unable to cooperate with other City partners such as the downtown merchants, Main Street Promotion Committee, etc.
- Historically taking actions that affect City property without prior Council approval.
- Hosting activities that conflict with City procedures at the Center.

The organization provides many beneficial events such as Art in the Armory, Student Art Exhibit, etc. The members are dedicated volunteers attempting to expand an appreciation of the arts.

The Administration recommends Council dissolve the Perry Arts Center Advisory Committee and allow it to be considered a sponsor by the Perry Public Arts Commission such as the Perry Music Festival for some of its events.

This will be discussed at your April 18, 2016 work session.

cc: Mr. K. Dye  
Chairman B. O'Neal, PPAC

# City of Perry

1211 Washington Street  
P O Box 2030  
Perry, Georgia 31069


478-988-2700  
Telephone

478-988-2716  
Telefax



[www.perry-ga.gov](http://www.perry-ga.gov)

## MEMO

To: Lee Gilmour, City Manager  
From: Brenda King,  Director of Administration  
Ref: Request to Waiver Late Fees  
Date: April 11, 2016

Per the attached, Mr. Bob Moore request Mayor and Council consideration in waiving the unpaid amount on the tax account (2015-1486). As of today, the amount is \$144.45. A payment in the amount of \$1,031.83 was paid on April 7, 2016 and applied as follows:

	Charges	Payment
Property Tax	1,031.83	887.38
Interest	41.27	41.27
Penalty	103.18	103.18
Total	1,176.28	1,031.83

The tax notice was mailed in October 20, 2015 to the property owner on record as of January 1, 2015 which was Mullins Real Estate Partnership.

Robert S. Moore

**Moore Insurance Agency  
PO BOX 650  
Perry Ga. 31069  
Phone 888-901-3800  
Fax 478-987-3367**

**To: Liz**

**From:** Bob Moore

**Fax:**

**Pages:**

**Phone:**

**Date:** 4/5/2016

**Re:**

**CC:**

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

Liz,

Thank you for your help. I am the new owner of 1026 Macon Road. I was never notified by Mullins Real Estate of the tax bill. I will happily pay the bill I received today. Please remove the late fee as discussed. Thank you again.

Bob Moore

Moore Insurance Agency

Cell 478-396-4776

[Bob@Mooreins.net](mailto:Bob@Mooreins.net)

A Keystone Partner

# City of Perry

1211 Washington Street  
P.O. Box 2030  
Perry, Georgia 31069

478-988-2700  
Telephone

478-988-2716  
Telefax

[www.perry-ga.gov](http://www.perry-ga.gov)

## DELINQUENT TAX NOTICE

March 29, 2016

Dear Taxpayer:

The City of Perry records indicate a delinquent tax as described below. The purpose of this letter is to confirm that our records are correct. If this information is incorrect or payment has been made, please contact our office immediately.

If the information is correct, please remit the amount shown by the specified date to avoid additional charges.

If no response is made to this notice, the City of Perry shall pursuant to Georgia Code 48-3-3 issue a F.I.F.A. (Lien) and place the same on the Execution Docket.

If you have any questions, please contact our office at 478-988-2740.

Sincerely,  
City of Perry, GA

Valid To: 4/19/2016  
Map No: OP002 0 044 000  
Description: LOT 1 & PT LOTS 2 & 3

Year/Bill No. 2015/1486  
Taxes: 1031.83  
Penalty & Interest: 144.45  
Fi. Fa. Cost:  
Additional Costs & Fees:  
Payment Received:  
Total Due: 1176.28

*Brenda King*

INSIDE & OUT PERRY LLC  
P O BOX 911  
PERRY GA 31069

Treasurer Tax Records Maintenance

File Edit Options Help

Plag VCS P-View

Parcel Number: 0P0020044000    Type: RE    Year: 2015    Bill #: 1486.0    Lookup    Recent

0P0020044000    2  
MULLINS REAL ESTATE PARTNERSHI  
1026 MACON RD, PERRY, GA  
Net Acres: 0.51

Names | Legal Info | Taxes | Accounts Receivable | Values | Comments

Taxes Collected

Tax Billed: 1031.83

Amount Paid: 887.38

Amount Due: 144.45

Payment Status: 4 - Partial

Interest: 41.27

Penalty: 103.18

Fifa: .00

Adv Costs: .00

Dtsi Fee: .00

Penalty Date: 4/06/2016

Display All History

Date	Amount	Acct Type	Name
04/07/2016	\$1,031.83	2015/RE	KERRI & RC

Total Due: 144.45

Interest Date: 04/11/2016    Calculate

APP Taxing Dist: 2    Distribution

Allow Partial Payment

Pending Payment: .00

Interest: .00

Other fees: .00

Tax Sale: 0

Published

Bankruptcy

Distress: 0

Other

Comments: \_\_\_\_\_

Billed Date: 10/20/2015    Last Maint Date: 04/07/2016

Edit this record    Notes

Exit

Key Entry    brendak    MNTTAX





(478) 988-2850  
Headquarters


City of Perry, GA  
Fire & Emergency Services Dept.  
1207 Washington Street, Post Office Box 2030  
Perry, Georgia 31069

"Protecting the Crossroads of Georgia since 1910"



(478) 988-2853  
Fax

**MEMORANDUM**

**To:** Mr. Lee Gilmour, City Manager  
**Date:** April 12, 2016  
**From:** Chief JWT Gray, Director   
**Subject:** Request Consideration of COOP Support Contract

As requested we did a need assessment to determine the support needs required to effectively element the COOP (Continuity Of Operations Plan) portion of the developing City Emergency Response Planning process.

Based on the very close proximity of the City Hall and Public Safe buildings we identified the number of positions that would require support as a result of a natural or manmade disaster affecting both buildings.

In the event of a disaster that rendered both buildings uninhabitable, or without sufficient electrical, telephone and /or internet service there would need to be 41 city personnel positions supported, and 7 positions for EOC (Emergency Operations Center) Staffing coming to a total of 48 work positions.

This will allow us to utilize Agility's minimal package of services which provides for support of 48 positions to include;

- SPACE** Office space with desks and chairs for up to 48 people
- POWER** Emergency generator up to 150Kw
- COMMUNICATION** Telephone and Internet access (512Kbps)
- COMPUTER SYSTEM** Up to 48 computers, 5 Intel servers, tape drives, printers and fax

CITY ADMINISTRATION = 6

COMMUNITY DEVELOPMENT = 6

ECONOMIC DEVELOPMENT = 2

FINANCE = 5

POLICE = 14

PFES = 8

EMERGENCY OPERATIONS CENTER = 7 (Additional Staff working on the recovery & outside agency representatives)

TOTAL Number of positions of support 48

Please advise Battalion Chief K. Crumpton or myself if additional information is needed.

## THANK YOU FOR YOUR INTEREST IN AGILITY

There is a simple fact about the business continuity industry...it's way more complex than it needs to be. That's the beauty of Agility.

We have taken the same product, service and solution that was once only available to Fortune 500 businesses and made it accessible and affordable for every business.

That's why over 20,000 businesses have already become members of Agility and why the United States Small Business Administration has a co-sponsorship with Agility to help America's businesses prepare and recover from disaster.

The benefits are clear:

- **Immediate Protection:** The day you become a member of Agility, your business is covered.
- **Ease of Use:** Nothing could be easier to use than myAgility, our online planning portal. Create a plan on your timeline, not ours.
- **24-Hour Hotline:** Our recovery specialists are available whenever you need us: 24 hours a day. 7 days a week.
- **Recovery:** If you have a disaster, we will provide you with the critical elements needed to keep your business in business: Office Space, Power, Communications for telephone and Internet, and Computer Systems.
- **Affordable:** Agility will bill you a small monthly fee to help prepare, refine and scale our resources. If you have a disaster, we will bill you our out-of-pocket expenses. We do not profit from your disaster.
- **Proven Success:** In over 25 years that Agility has been in business, we have rescued 1000's of businesses and never failed.

In keeping with the "ease of use" principle that drives Agility, the enclosed agreement is intended to be simple to execute. Your name, address and signature are all that is needed to activate your membership and protect your business.

If you have any questions, please don't hesitate to call. Or simply email your signed agreement to [jon.newman@agilityrecovery.com](mailto:jon.newman@agilityrecovery.com)

Agility is proud to announce a co-sponsorship with the SBA to help America's businesses prepare and recover from disaster.  
[www.preparemybusiness.org](http://www.preparemybusiness.org)



**MONTHLY MEMBERSHIP FEE \$420.00**

Pricing and Terms & Conditions are valid for forty-five (45) days.

**Testing Option:** For an additional \$160 per month, Agility will provide the Member resources to test their recovery plan once annually.

**START DATE** Upon execution of the agreement

**Term of Agreement - 12 (Twelve) months**

**[MEMBER]** City of Perry

**Congratulations, your Agility Recovery membership goes into effect today.**

Upon signing this agreement, should you experience an interruption, Agility will provide the resources necessary to rescue your business at the address below:

- SPACE** Office space with desks and chairs for up to 48 people
- POWER** Emergency generator up to 150Kw
- COMMUNICATION** Telephone and Internet access (512Kbps)
- COMPUTER SYSTEM** Up to 48 computers, 5 Intel servers, tape drives, printers and fax

With your Membership Agility will work with you to develop a customized recovery plan via myAgility, our secure online planning portal. The functionality of myAgility portal will include:

- PREPAREDNESS PLAN** Access to templated documents to assist in plan development
- ALERT NOTIFICATION SYSTEM** Send text and email messages to employees and vendors
- DOCUMENT MANAGEMENT SYSTEM** Store critical business documents
- ASSET MANAGEMENT TOOL** Document and manage assets

**To declare a disaster or put Agility on alert, call Agility’s 24-hour recovery hotline: 877-364-9393**

**Alternates: 888-242-3740 or 866-894-3336.**

**By signing below, Agility Recovery and the member agree to all of the provisions of this agreement and agree to be legally bound by the terms and conditions provided herein.**

City of Perry

Member \_\_\_\_\_

Contact/Title \_\_\_\_\_

Address 1207 Washington Street

City/State/ZIP Perry, GA 31069

E-mail Address \_\_\_\_\_

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

**Agility Recovery Solutions, Inc.**



**Jon Newman**  
Agility Representative

Signature

Accepted and Approved By

Date Signed

## 1. FEES AND PAYMENTS

Agility shall invoice monthly, in advance, all membership fees set forth in this Agreement. Payments shall be due 30 (thirty) days after receipt of invoice. The Member shall reimburse Agility for any applicable taxes (excluding taxes on income), customs, duties and government impositions incurred in connection with this Agreement.

## 2. EXPENSES

For a declaration or test, Member is responsible for actual recovery or event expenses (Agility will provide estimate of costs for approval by member prior to deployment) including, but not limited to, setup, de-install, shipping, travel and living fees, network engineering, satellite space segment charges, generator rental, transport of the designated equipment and/or mobile office unit(s), generator(s), and satellite equipment to and from the Member's recovery facility or test location. After 60 (sixty) days, the Member shall be billed a daily fee for the assets deployed. Daily usage fees will not exceed \$295 per day.

## 3. RISK OF LOSS OR EQUIPMENT DAMAGE

Member shall bear the risk of loss and/or damage to all equipment until Agility retakes possession of equipment supplied hereunder once delivered to Members designated site except for loss or damage caused by Agility or its Vendor.

## 4. LIMITATION OF DAMAGES

The Member acknowledges that the availability of services and equipment shall be on a first-come, first-serve basis. Agility shall use commercially reasonable efforts to provide the requested equipment in the event of a multiple disaster situation. Agility, in its sole discretion, believes it to have sufficient equipment to accommodate the demand for the same asset that it reasonably anticipates. Agility shall not, under any circumstance, be liable to the Member for any lack of availability. Agility shall have no liability for damages resulting from personal injury or property damage, except to the extent such injury or damages result from the negligence or willful misconduct, fraud, or the breach of confidentiality of Agility or of an employee of Agility. Under no circumstances shall either party be liable to the other party for special, exemplary or consequential damages (including, but not limited to lost profits, loss of business or other economic loss) in connection with the services to be rendered or equipment to be supplied under this Agreement.

## 5. FORCE MAJEURE

To the extent and for the period of time that Agility is delayed or prevented from performing any obligation under this Agreement because of circumstances beyond reasonable control, including but not limited to acts of God, acts of terrorism that would prevent or delay delivery, civil or military authority and severe inclement weather, such performance shall be excused. Agility is required and expected to use commercially-reasonable efforts to restore and provide contracted services under this Agreement as soon as it is feasible after an event has impacted Agility's ability to service the Member. Agility shall provide Member with reasonable notice of the onset and removal of any force majeure event, provided Agility discovers or is made aware of the event.

## 6. ASSIGNMENT

This Agreement may be assigned by either party without the prior written agreement of the other party in conjunction with a sale of all or substantially all of the assets of the assigning party. Assignment of this agreement for any other reason by either party will need prior written agreement which shall not be unreasonably withheld. No assignment shall relieve either party of its obligations hereunder with respect to payments due prior to the assignment. This Agreement shall be binding upon the parties' respective successors and assigns.

## 7. JURISDICTION; MODIFICATIONS; ENTIRE AGREEMENT; GOVERNING LAW

This Agreement may not be modified except by a written document signed by authorized representatives of both parties. This Agreement shall be governed in all respects by the laws of the State of Delaware.

## 8. TERM

This Agreement will be automatically renewed for one year at the end of the current term or any renewal term, unless either party provides written notice of non-renewal at least 60 (sixty) days prior to the end of the then-current term. Agility reserves the right to increase fees at its sole discretion.

## 9. CONFIDENTIALITY

Non-public personal information provided by either party, its affiliates or divisions to either party or that otherwise comes into either's possession or that either party becomes aware of (collectively, "Confidential Information") is to be regarded as confidential and private. The parties agree not to use any Confidential Information obtained hereunder for purposes other than those for which the Confidential Information was provided. Both parties further agree that it shall not share, distribute, sell or otherwise cause anyone else to use Confidential Information without the express written permission of the other party.

## 10. ORDER OF PRECEDENCE

In the event of a conflict between the Membership Services Agreement, an addendum or a Purchase Order (PO), the order of precedence is

1) Addendum, 2) Membership Services Agreement 3) PO.

## 11. REPRESENTATIONS AND WARRANTIES

Agility represents and warrants to Member that:

Agility shall perform all services required to be performed by it hereunder in a good, safe and workmanlike manner, applying thereto at least that degree of skill, care and supervision reasonable and necessary for services of the type covered by this Agreement.

The services are non-infringing of any third party rights, including intellectual property rights if applicable and any software that is used in the supply of services will not contain any illicit code, time-outs, viruses, Trojan horses, or self-replicating code.