



Where Georgia comes together.

REGULAR MEETING OF THE PERRY CITY COUNCIL  
March 6, 2018  
**6:00 P.M.**

1. Call to Order: Mayor James E. Faircloth, Jr., Presiding Officer.
2. Roll.
3. Invocation and Pledge of Allegiance to the Flag: Mayor James E. Faircloth, Jr.
4. Recognition(s)/Presentation(s): Mayor James E. Faircloth, Jr.
  - 4a. Introduction of Chris Kemp, Building Inspector – Mr. B. Wood
  - 4b. Introduction of new hires: Daniel Sandoval, Jonathan Smith, David White, Robert Dollar and Kenneth McDonald – Chief L. Parker.
  - 4c. Introduction of Regan Scott, Municipal Court Clerk Trainee – Ms. M. Arrington.
5. Community Partner(s) Update(s):
6. Citizens with Input.
7. Review of Minutes: Mayor James E. Faircloth, Jr.
  - 7a. Council's Consideration – Minutes of the February 20, 2018 pre council meeting, and February 20, 2018 council meeting.
8. Old Business: Mayor James E. Faircloth, Jr.
  - 8a. Alcohol License Application Second Reading and Adoption:
    1. **Second Reading**: Application for Alcohol License Packaged To Go Beer/Wine, Consumed on Premises Beer/Wine for Bodega Brew, 1025 Ball Street. Manager name is Jodi Daly. – Chief S. Lynn.
9. Any Other Old Business: Mayor James E. Faircloth, Jr.
  - 9a. Mayor James E. Faircloth, Jr.
  - 9b. Council Members
  - 9c. City Manager Lee Gilmour
  - 9d. Assistant City Manager Robert Smith
  - 9e. Assistant City Attorney Matthew Hulbert

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10. New Business: Mayor James E. Faircloth, Jr.

10a. Matters referred from March 5, 2018 work session, and March 6, 2018 pre council meeting.

10b. Resolution(s) for Consideration and Adoption:

1. Resolution authorizing the Mayor and Clerk to execute a supplemental lease and project fund agreement to provide financing for purchase of fire apparatus – Ms. B. King.
2. Resolution amending the City of Perry Fee Schedule – Mr. L. Gilmour.

10c. Award of Bids:

1. Bid No. 2018-20                      3<sup>rd</sup> Street at Parkway Drive Storm Drainage Improvements – Mr. C. McMurrian
2. Bid No. 2018-25                      Pursuit Half Ton Full Size Pickup Truck for Public Safety – Chief S. Lynn

10d. Alcohol License Application First Reading and Introduction:

1. **First Reading:** Application for Alcohol License Packaged To Go Beer/Wine/Liquor for Perry Liquor, LLC located at 277 Perry Parkway, Suite E&F. Manager name is Hemang Patel. – Mr. L. Gilmour. (*No action required at first reading.*)

11. Council Members Items:

12. Department Heads/Staff Items.

13. General Public Items:

14. Mayor Items:

15. Adjourn.

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**MINUTES**  
**PRE COUNCIL MEETING**  
**OF THE PERRY CITY COUNCIL**  
**February 20, 2018**  
**5:00 P.M.**

1. Call to Order: Mayor James E. Faircloth, Jr., Presiding Officer, called to order the pre council meeting held February 20, 2018 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor James E. Faircloth, Jr.; Mayor Pro Tempore Randall Walker, Council Members William Jackson, Riley Hunt, Robert Jones, Phyllis Bynum-Grace and Willie King.

Elected Official(s) Absent: None

City Staff: City Manager Lee Gilmour, Assistant City Attorney Matthew Hulbert, and Recording Clerk, Cyndi Houser.

Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Bryan Wood – Director of Community Development, Robert Smith – Economic Development Director, Ellen Palmer – Digital Communications Manager, Kevin Dye – Director of Leisure Services, Catherine Edgemon – Main Street Coordinator and Chad McMurrian – Lead Engineering Technician

Guests: Jodi Daley – Land to Hand, Dan Rhoads – 21<sup>st</sup> Century Partnership, Kevin Newberry, and Larry Walker

Media: Kristin Moriarty – Houston Home Journal

3. Items of Review/Discussion: Mayor James E. Faircloth, Jr.

- 3a. Mr. Larry Walker, Jr., to address Mayor and Council.

Mayor Faircloth requested this item be postponed and discussed in Executive Session.

- 3b. Mr. Kevin Newberry addressed Mayor and Council

Mr. Newberry expressed his concerns about the lack of sports for younger children. He felt that by offering T-ball to the 5 & 6 year olds, the program was going backward; the City should be able to afford the cost of a scorekeeper and a referee and parents are depending on him and the Leisure Services Department to offer these sporting activities.

3c. Discussion of February 20, 2018 council meeting agenda

5a. Mayor and Council Appointments.

The appointment for Council Member Jones will be postponed.

5b. Mayor/Council Joint Appointments.

Perry Area Convention and Visitors Bureau Authority At Large Appointments.

Mr. Gilmour advised that in order to comply with the law, there must be one representative from the hospitality industry. Therefore, J.J. Kirk will be switched from his current appointment to an at-large appointment from the hospitality industry.

8a. Ordinance(s) for Second Reading(s) and Adoption:

1. Second reading of an ordinance relative to mobile food vendors.

Mr. Wood stated this will set the standard for licensing, and where food vendors are allowed on public and private property.

8b. Special Events Application(s): Chief S. Lynn

1. Land to Hand Inc. is hosting a Brews and Beards on Saturday, March 17, 2018 from 4 p.m. until 10:00 p.m. and requested street closures and approval of a special event alcohol permit license. No fees will be waived as this is a fund-raiser and is not partnered with the City.

10b. Resolution(s) for Consideration and Adoption:

2. Resolution for Declaration of Official Intent to Reimburse Cost of Acquiring Vehicles and Equipment with Tax Exempt Financing

Ms. King explained this will be for additional equipment for the Fire Department, replacement for a City vehicle involved in an accident and a new pickup truck for Code Enforcement. The resolution is required as part of the lease-purchase equipment program through Georgia Municipal Association.

10d. Alcohol License Application First Reading and Introduction:

1. **First Reading:** Application for Alcohol License Packaged To Go Beer/Wine, Consumed on Premises Beer/Wine for Bodega Brew 1025 Ball Street. Manager's name is Jodi Daly. Mr. Gilmour explained that because this is a new location the application must be read two times.

- 10e. Authorize Engineering proposal for Gravity Sewer Basin I&I Rehabilitation: Mr. McMurrian presented the proposal for engineering work that needs be done in the area of Jernigan, Ball, Evergreen and Washington Streets due to severe corrosion and degradation of the system.
- 10f. Authorize an Order on Consent Agreement: The agreement was previously approved with the Public Service Commission (PSC), but they came back with some minor changes. The problems have been corrected. Administration recommended approval.
- 10g. Special Events Application(s): Mayor James E. Faircloth, Jr.
  1. Egg-citing Hunt for the Special Needs Community. The event will be held on April 7, from 10 a.m. until 11:30 a.m. at Rozar Park. Mr. Smith stated this event is one several proposed by Ms. Myers to reach out to different groups in the community. The family-friendly hunt will take place in a fenced in area at Rozar Park.

4. Council Member Items:

Council Members had no items.

Mr. Gilmour and Assistant City Attorney Hulbert had no reports.

5. Department Head/Staff items:

Mr. Smith announced that Ms. Ellen Palmer had been selected as part of the 2018 Middle Georgia Regional Leadership Champions Program sponsored by the Middle Georgia Regional Commission and the Fanning Institute. He also noted that it is time to update the City's Strategic Plan and he will be sending information to Mayor and Council for consideration at the March 5<sup>th</sup> work session.

Mr. Dye asked if Mayor or any Council members had a question about the memo sent to them regarding a possible art exhibit in the near future.

Chief Lynn echoed Mr. Smith announcing that Major Phelps has also been selected as a participant in the Leadership Champions Program.

Ms. King, Ms. Palmer, Mr. Wood, Mr. McMurrian, Chief Parker and Ms. Edgemon had no items.

6. Executive Session entered at 6:27 p.m.: On a motion by Council Member Jones, seconded by Council Member Hunt and carried unanimously, Council went into executive session for the purpose of pending litigation.

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7. Executive Session adjourned; pre-council meeting reconvened. Council adjourned the executive session held February 20, 2018 and reconvened into the council's pre-council meeting at 5:45 pm.
  8. Adopted Resolution No. 2018-15 stating purpose of the executive session held on February 20, 2018 was for the purpose of pending litigation. On a motion by Council Member Hunt, seconded by Council Member Jackson and carried unanimously adopted Resolution No. 2018-15 stating the purpose of the executive session held on February 20, 2018 was for the purpose of pending litigation. (*Resolution 2018-15 has been entered in the City's official book of record*).
  9. Adjourn: There being no further business to come before Council in the pre council meeting held February 20, 2018 Council Member Bynum-Grace motioned to adjourn the meeting at 5:45 p.m.; Council Member Jones seconded the motion and it carried unanimously.
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MINUTES  
REGULAR MEETING OF THE PERRY CITY COUNCIL  
February 20, 2018  
6:00 p.m.

1. Call to Order: James E. Faircloth, Jr., Presiding Officer, called to order the regular meeting of the Perry City Council held February 20, 2018 at 6:04 p.m.

2. Roll.

Elected Officials Present: Mayor James E. Faircloth, Jr.; Mayor Pro Tempore Randall Walker; Council Members William Jackson, Robert Jones, Willie King, Phyllis Bynum-Grace and Riley Hunt.

Elected Official(s) Absent: None

Staff: City Manager Lee Gilmour, Assistant City Attorney Matthew Hulbert, and Recording Clerk, Cyndi Houser.

City Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Bryan Wood – Director of Community Development, Robert Smith – Economic Development Director, Brenda King – Director of Administration, Kevin Dye – Director of Leisure Services, Ellen Palmer – Digital Communications Manager, Chad McMurrian – Lead Engineering Technician and Major Bill Phelps – Perry Police Department.

Guest(s): Ms. Allison Hamsley – Perry Area Convention and Visitors Bureau, Ms. Dawn Jerles, Mr. Dan Rhoades -21<sup>st</sup> Century Partnership, Ms. Jodi Daley, Ms. Taylor Mills and family, Ms. Blair Newell and family and Mr. Bob Cunningham.

Media: Ms. Kristin Moriarty - Houston Home Journal and Kellie McWilliams – ComSouth 100.

3. Invocation and Pledge of Allegiance to the Flag:

Council Member Jones rendered the invocation and Council Member King led the pledge of allegiance to the flag.

4. Recognition(s)/Presentation(s): Mayor James E. Faircloth, Jr.

4a. Introduction of new hires – Chief S. Lynn

Chief Lynn introduced Ms. Taylor Mills as the newest police officer and Ms. Blair Newell as the evidence technician. Both are Perry natives and both have been on the job a short time. Mayor and Council members welcomed them as Perry employees.

4b. Introduction of Chris Kemp, Building Inspector – Mr. B. Wood

Mayor Faircloth announced the introduction of Mr. Kemp has been postponed.

4c. Recognition of Chief Steve Lynn's 5 years of service. Mayor Faircloth

Mayor Faircloth presented a 5-year service pin to Chief Lynn.

4d. Recognition of Council Member Bynum-Grace for achieving a Certificate of Dedication Award. – Mayor Faircloth

Mayor Faircloth gave background information on the Certificate of Dedication Award presented to Council Member Bynum-Grace during the recent Mayors' Day Conference in Atlanta.

4e. Ellen Palmer and Perry Area Convention and Visitors Bureau Authority promotion video.

Ms. Palmer showed the final product of the promotion video which was a partnership between the City and the Visitors Bureau. It is now appearing on YouTube and has reached over 20,000 people and had over 9,000 views in less than 2 weeks. Ms. Palmer urged everyone to view and share it with friends and neighbors.

5. Appointment(s) to Board(s)/Commissions/Authorities

5a. Mayor and Council Appointments.

Perry Area Convention and Visitors Bureau Authority

Mayor James E. Faircloth, Jr. appointed Mr. Bill Loudermilk. Council Member Jones asked that his appointment remain on the agenda until filled.

5b. Mayor/Council Joint Appointments.

Perry Area Convention and Visitors Bureau Authority At-Large Appointments

Council Member Jones moved to appoint J. J. Kirk for the at-large hospitality position. Mayor Pre Tempore Walker seconded the motion and it carried unanimously.

5c. Mayor and Council Appointments.

Downtown Development Authority

Mayor Faircloth appointed Dawn Jerles	until 12-31-2021
Council Member Bynum-Grace appointed Marion Ford	until 12-31-2021
Council Member Robert Jones appointed Sara Murph	until 12-31-2021
Council Member Randall Walker appointed Chad Bryant	until 12-31-2021
Council Member Willie King appointed Victoria Brown	until 12-31-2019
Council Member William Jackson appointed Dey Palmer	until 12-31-2019



6. Citizens with Input.

- Mr. Dan Rhoades – 21<sup>st</sup> Century Partnership updated Council on the proposed national budget and how it affects the airbase and specific programs on the base.
- Mr. Bob Cunningham – Houston Springs stated there is no speed limit sign posted on Houston Lake Road between Perry Parkway and Moody Road on Hwy 127 going east.

7. Review of Minutes: Mayor James E. Faircloth, Jr.

- 7a. Council's Consideration – Minutes of the February 5, 2018 work session, February 6, 2018 pre council meeting, February 6, 2018 council meeting, February 12, 2018 special meeting and February 13, 2018 special meeting.

Council Member Jones motioned to accept the minutes of the meetings as submitted. Mayor Pro Tempore Walker seconded the motion and it carried with Council Member Bynum-Grace abstaining for February 6, 2018 pre council and council meetings and Council Member Hunt abstaining for the February 13, 2018 special meeting.

8. Old Business: Mayor James E. Faircloth, Jr.

8a. Ordinance(s) for Second Reading(s) and Adoption:

1. Second Reading of an ordinance relative to mobile food vendors – Mr. B. Wood.

Adopted Ordinance No. 2018-02 establishing mobile food vendor licenses and requirements. Mr. Wood presented for Council's consideration an ordinance relative to mobile food vendors for licensing same, standards and other requirements. Council Member Hunt motioned to adopt the ordinance as submitted; Council Member Jones seconded the motion and it carried unanimously. (*Ordinance 2018-02 has been entered into the City's official book of record.*)

8b. Special Events Application(s): Chief Lynn

1. Land to Hand, Inc. will be hosting a Brews and Beards on Saturday, March 17 from 4 p.m. to 10 p.m.

Chief Lynn stated he had reviewed the application and everything was completed correctly. The alcohol vendor holds a state license and the street closures followed the guidelines. It was noted this event is not partnered with City or any of its partners. Staff recommended approval of the event, street closures and alcohol permit. Council Member Bynum-Grace moved to approve the event, the street closures and the alcohol permit as recommended by staff. Council Member Jones seconded and it carried unanimously.

9. Any Other Old Business: Mayor James E. Faircloth Jr.
- 9a. Mayor James E. Faircloth, Jr. – None
  - 9b. Council Members – None
  - 9c. City Manager Lee Gilmour – None
  - 9d. Assistant City Attorney Matthew Hulbert – None
10. New Business: Mayor James E. Faircloth, Jr.
- 10a. Matters referred from February 20, 2018 pre council meeting. – None
  - 10b. Resolution(s) for Consideration and Adoption:
    - 1. Adopted Resolution 2018-13 appointing Robert Smith Assistant City Manager. Council Member Jackson moved to adopt the resolution as submitted. Council Member Jones seconded and it carried unanimously. *(Resolution 2018-13 has been entered into the City's official book of record.)*
    - 2. Adopted Resolution 2018-14 for Declaration of the Official Intent to Reimburse Cost of Acquiring Vehicles and Equipment with Tax Exempt Financing. Ms. King presented for Council's consideration a resolution to finance certain vehicles and equipment through Georgia Municipal Association's financing program. Council Member Bynum-Grace moved to adopt the resolution as submitted; Council Member Jones seconded and it carried unanimously. *(Resolution 2018-14 has been entered into the City's official book of record.)*
  - 10c. Award of Bid(s):
    - 1. Bid No. 2018-22                      Fire Rescue Pumper Truck – Chief L. Parker  
  
Bid No. 2018 - 22 Fire Rescue Pumper Truck. Chief Parker presented for Council's consideration an award of bid for a Fire Rescue Pumper Truck. Chief Parker noted two bids were received, but one did not meet many of the specifications. Chief Parker recommended awarding Bid No. 2018-22 to 10-8 Fire and Safety Equipment of GA, Forsyth, GA in the amount of \$433,093.00. Member King motioned to award Bid No. 2018-22 to 10-8 Fire & Safety Equipment of GA, Forsyth, GA in the amount of \$433,093.00. Mayor Pro Tempore Walker seconded the motion and it carried unanimously.
    - 2. Bid No. 2018-23                      Utility Vehicle for Public Safety – Chief Lynn  
  
Bid No. 2018-23 Utility Vehicle for Public Safety. Chief Lynn presented for Council's consideration an award of bid for a utility vehicle which will be unmarked. Chief Lynn recommended awarding Bid No. 2018-23 to

the low bidder, Wade Ford for \$29,354.00 but give Perry Ford the option to exercise the local vendor preference clause. Council Member King moved to award Bid No. 2018-23 to the low bidder, Wade Ford in the amount of \$29,354.00 but provide Perry Ford with the local vendor preference. Mayor Pro Tempore Walker seconded and the motion carried unanimously.

3. Bid No. 2018-24                      2 Half-Ton Full-size Pickup Trucks for Public Safety – Chief S. Lynn

Bid No. 2018-24 for 2 Half Ton Full Size Pickup Trucks for Public Safety. Chief Lynn presented for Council's consideration an award of bid to low bidder, Wade Ford, Smyrna, GA for two (2) half ton full size pickup trucks in the amount of \$61,178.00. No local vendor qualified for local vendor preference. Chief Lynn recommended awarding Bid No. 2018-24 to Wade Ford, Smyrna, GA for \$61,178.00 for two (2) half ton full-size pickup trucks. Council Member Jones moved to award the bid to low bidder Wade Ford, Smyrna, GA for \$61,178.00 for two (2) half ton full-size pickup trucks; Council Member King seconded and it carried unanimously.

4. Bid No. 2018-26                      6 Marked Utility Vehicles for Public Safety – Chief Lynn

Bid No. 2018-26 for 6 Marked Utility Vehicles For Public Safety. Chief Lynn presented for Council's consideration an award of bid to Wade Ford, Smyrna, GA for four (4) vehicles at \$28,985.00 each. Per Mr. Gilmour's directive, Bid No. 2018-26 was changed from four (4) to six (6) marked utility vehicles for Public Safety. Chief Lynn recommended awarding the bid to the low bidder for \$28,985.00 each to Wade Ford, Smyrna, GA. Council Member King moved to award Bid No. 2018-26 to Wade Ford, Smyrna, GA for \$28,985.00 each for six (6) vehicles but give Perry Ford the option to exercise the local vendor preference clause. Mayor Pro Tempore Walker seconded and it carried unanimously.

5. Bid No. 2018-31                      Sale of Surplus Land – Mr. Gilmour

Bid No. 2018-26 for Sale of Surplus Land. Mr. Gilmour presented for Council's consideration Bid No. 2018-26 from a sole bidder for Parcel OPO350 0004000 for \$25,000.00. Administration recommended acceptance of the bid. Council Member Bynum-Grace moved to accept the bid of \$25,000.00 from Mid State Automotive for the surplus land. Council Member King seconded and it carried unanimously.

10d. Alcohol License Application First Reading and Introduction:

1. **First Reading** of an application for Alcohol License Packaged To Go Beer/Wine, Consumed on Premises Beer/Wine for Bodega Brew 1025

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Ball Street. Manager's name is Jodi Daly. (No action required at first reading.)

10e. Authorize engineering proposal for Gravity Sewer Basin I&I Rehabilitation – Mr. C. McMurrian

Approved an authorization for an engineering proposal for design and study to rehabilitate the sewer lines at in the Washington, Ball, Evergreen and Jernigan Streets area from Georgia Water & Environmental Services for \$59,707. Mayor Pro Tempore Walker moved to approve the engineering study for the Gravity Sewer Basin I&I Rehabilitation Services for \$59,707.00. Council Member Jones seconded the motion and it carried unanimously.

10f. Authorize an Order on Consent Agreement. – Mr. L. Gilmour

Approved an Order on Consent Agreement. Mr. Gilmour reviewed with Council the Consent Agreement with the Public Service Commission. This was previously approved, but the Public Service Commission requested some minor changes. Mayor Pro Tempore Walker moved to approve proceeding with an Order on Consent Agreement with the Public Service Commission. Council Member Jones seconded and it carried unanimously.

10g. Special Events Application(s): - Mayor James E. Faircloth, Jr.

Approved a special events application. Mr. Smith spoke on behalf of Ms. Myers explaining this was a new event that was being done in conjunction with the Leisure Services Department. The egg hunt is being geared towards the special community and will be held in an enclosed area in Rozar Park on April 7, from 10:00 am to 11:30 am. Council Member Hunt moved to approve the application; Council Member Jones seconded and it carried unanimously.

11. Council Member Items:

Council had no reports.

City Manager Gilmour and Assistant City Attorney Hulbert had no reports.

12. Department Heads/Staff Items:

Ms. King, Chief Parker, Chief Lynn, Ms. Palmer, Mr. McMurrian and Mr. Wood had no reports.

Mr. Smith reported the Small Business Development Open House held Thursday, February 8, 2018 was successful with about 20 businesses attending.

Mr. Dye advised that registration for T-Ball is extended until February 23, 2018.

13. General Public Items:

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None

14. Mayor Items:

- March 5<sup>th</sup>, Work Session
- March 6<sup>th</sup>, Pre Council and Council

15. Executive Session entered at 6:55 p.m.: Council Member Jones moved to adjourn the regular meeting and enter into executive session for the purpose of real estate acquisition. Council Member King seconded the motion and it carried unanimously.
16. Executive Session adjourned 7:20 p.m.; Council regular meeting reconvened. Council adjourned the executive session held February 20, 2018 and reconvened into the council regular meeting.
17. Adopted Resolution No. 2018-16 stating purpose of executive session held February 20, 2018 was to discuss real estate acquisition. Council Member Hunt moved to adopt a resolution stating the purpose of the Executive Session held on February 20, 2018 was to discuss real estate acquisition. Council Member Jackson seconded the motion and it carried unanimously. No action was taken. (*Resolution 2018-16 has been entered in the City's official book of record*).
18. Adjournment: There being no further business to come before Council in the reconvened regular council meeting held February 20, 2018 Council Member Bynum-Grace motioned to adjourn the meeting at 7:20 p.m. Mayor Pro Tempore Walker seconded the motion and it carried unanimously.
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**City Of Perry  
1211 Washington St  
P O Box 2030  
Perry, GA 31069**

# Memo

**To:** Mayor & Council  
**From:** Anna Elizabeth Nelson  
**Date:** 02/13/2018

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**Application for Alcohol License (Packaged to go Beer/Wine, Consumed on premises Beer/Wine):**

**Bodega Brew  
1025 Ball St  
Perry GA 31069**

**Manager: Jodi Daly (478-224-3499)**

**1<sup>st</sup> reading** \_\_\_\_\_

**2<sup>nd</sup> reading** \_\_\_\_\_

**Cc: Lee Gilmour  
Brenda King  
Steve Lynn**

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President  
Dorothy Hubbard  
Mayor, Albany

First Vice President  
Linda Blechinger  
Mayor, Auburn

Second Vice President  
Phil Best  
Mayor, Dublin

Third Vice President  
Vince Williams  
Mayor, Union City

Immediate Past President  
Boyd Austin  
Mayor, Dallas

Executive Director  
Larry H. Hanson

February 21, 2018

Ms. Brenda King  
Finance Director  
City of Perry  
P.O. Box 2030  
Perry, Georgia 31069

RE: Direct Installment Program

Dear Ms. King:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by March 29, 2018 to guarantee the 3.24% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

**PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.**

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

Darin Jenkins  
Financial Services Program Manager

/DJ  
Enclosures

**DOCUMENT NOTES**

**LEASE SUPPLEMENT**

**NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.**

*Exhibit E - Lease Supplement:* Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

*Exhibit E - Schedule A:* Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

*Exhibit E- Schedule B:* No action is required for this schedule.

*Exhibit E- Schedule C:* Please date, sign, and have the City Clerk attest this document.

*Exhibit E- Schedule D:* IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

*Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease:* Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association  
Attention: Financial Services Program Manager  
P.O. Box 105377  
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896



**EXHIBIT "E"**  
**LEASE SUPPLEMENT**

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 22, 2001, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. Lease Payments. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
  - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
  - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
  - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
  - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
  - (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
- (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
- (h) If the Property subject to this Lease is real property; and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
- (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
  - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
- (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
- (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease:

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Perry P.O. Box 2030 Perry GA, 31069 Finance Director (912) 987-1911	Enclosed	\$989,127.00

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Branch Banking and Trust Company, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: \_\_\_\_\_.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Lease Supplement to be duly executed.

**LESSEE:**  
(SEAL)

**City of Perry**

**Signed By:**

\_\_\_\_\_  
City Manager or Mayor

**Print Name:**

**Attested By:**

\_\_\_\_\_  
City Clerk

**Print Name:**

**Date:**

**LESSOR:**  
(SEAL)

**GEORGIA MUNICIPAL ASSOCIATION, INC.**

**Signed By:**

\_\_\_\_\_  
**Executive Director**

**Attested By:**

\_\_\_\_\_  
**Financial Services Program Manager**

**Date of Execution:**

\_\_\_\_\_

---

**Schedules Hereto:**

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement  
(Schedule G will be completed by GMA)**

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**SCHEDULE A**

**PROPERTY SCHEDULE**

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
(1)2011 Mini Pumper; (1) 2009 KME Midmount Tower; and (1) Pumper		\$989,127.00

Branch Banking and Trust Company  
Draft Amortization Schedule

City of Perry  
Fire Trucks  
120 Months

Nominal Annual Rate .... : 3.240 %

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	03/23/2018				989,127.00
1	06/23/2018	29,049.23	8,011.93	21,037.30	968,089.70
2	09/23/2018	29,049.23	7,841.53	21,207.70	946,882.00
3	12/23/2018	29,049.23	7,669.74	21,379.49	925,502.51
2018 Totals		87,147.69	23,523.20	63,624.49	
4	03/23/2019	29,049.23	7,496.57	21,552.66	903,949.85
5	06/23/2019	29,049.23	7,321.99	21,727.24	882,222.61
6	09/23/2019	29,049.23	7,146.00	21,903.23	860,319.38
7	12/23/2019	29,049.23	6,968.59	22,080.64	838,238.74
2019 Totals		116,196.92	28,933.15	87,263.77	
8	03/23/2020	29,049.23	6,789.73	22,259.50	815,979.24
9	06/23/2020	29,049.23	6,609.43	22,439.80	793,539.44
10	09/23/2020	29,049.23	6,427.67	22,621.56	770,917.88
11	12/23/2020	29,049.23	6,244.43	22,804.80	748,113.08
2020 Totals		116,196.92	26,071.26	90,125.66	
12	03/23/2021	29,049.23	6,059.72	22,989.51	725,123.57
13	06/23/2021	29,049.23	5,873.50	23,175.73	701,947.84
14	09/23/2021	29,049.23	5,685.78	23,363.45	678,584.39
15	12/23/2021	29,049.23	5,496.53	23,552.70	655,031.69
2021 Totals		116,196.92	23,115.53	93,081.39	
16	03/23/2022	29,049.23	5,305.76	23,743.47	631,288.22
17	06/23/2022	29,049.23	5,113.43	23,935.80	607,352.42
18	09/23/2022	29,049.23	4,919.55	24,129.68	583,222.74
19	12/23/2022	29,049.23	4,724.10	24,325.13	558,897.61
2022 Totals		116,196.92	20,062.84	96,134.08	
20	03/23/2023	29,049.23	4,527.07	24,522.16	534,375.45
21	06/23/2023	29,049.23	4,328.44	24,720.79	509,654.66
22	09/23/2023	29,049.23	4,128.20	24,921.03	484,733.63
23	12/23/2023	29,049.23	3,926.34	25,122.89	459,610.74
2023 Totals		116,196.92	16,910.05	99,286.87	
24	03/23/2024	29,049.23	3,722.85	25,326.38	434,284.36
25	06/23/2024	29,049.23	3,517.70	25,531.53	408,752.83
26	09/23/2024	29,049.23	3,310.90	25,738.33	383,014.50

City of Perry  
Fire Trucks  
120 Months

Date	Payment	Interest	Principal	Balance
27 12/23/2024	29,049.23	3,102.42	25,946.81	357,067.69
2024 Totals	116,196.92	13,653.87	102,543.05	
28 03/23/2025	29,049.23	2,892.25	26,156.98	330,910.71
29 06/23/2025	29,049.23	2,680.38	26,368.85	304,541.86
30 09/23/2025	29,049.23	2,466.79	26,582.44	277,959.42
31 12/23/2025	29,049.23	2,251.47	26,797.76	251,161.66
2025 Totals	116,196.92	10,290.89	105,906.03	
32 03/23/2026	29,049.23	2,034.41	27,014.82	224,146.84
33 06/23/2026	29,049.23	1,815.59	27,233.64	196,913.20
34 09/23/2026	29,049.23	1,595.00	27,454.23	169,458.97
35 12/23/2026	29,049.23	1,372.62	27,676.61	141,782.36
2026 Totals	116,196.92	6,817.62	109,379.30	
36 03/23/2027	29,049.23	1,148.44	27,900.79	113,881.57
37 06/23/2027	29,049.23	922.44	28,126.79	85,754.78
38 09/23/2027	29,049.23	694.61	28,354.62	57,400.16
39 12/23/2027	29,049.23	464.94	28,584.29	28,815.87
2027 Totals	116,196.92	3,230.43	112,966.49	
40 03/23/2028	29,049.23	233.36	28,815.87	0.00
2028 Totals	29,049.23	233.36	28,815.87	
Grand Totals	1,161,969.20	172,842.20	989,127.00	



**SCHEDULE C**

**APPROPRIATION CERTIFICATE**

Re: Master Lease dated June, 22, 2001 and Lease Supplement (the "Lease Supplement") dated \_\_\_\_\_, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Perry (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: \_\_\_\_\_

**City of Perry**

*Signed by:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Attested By:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

(SEAL)

**INSTRUCTIONS:**

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

**SCHEDULE D**  
**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)  
▶ See separate instructions.  
**Caution: If the issue price is under \$100,000, use Form 8038-GC.**

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Perry</b>		2 Issuer's employer identification number (EIN) <b>586000639</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>P.O. Box 2030</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Perry, GA 31069</b>		7 Date of issue	
8 Name of issue <b>City of Perry / GMA Essential Equipment Lease-Purchase</b>		9 CUSIP number <b>None</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Ms. Brenda King, Finance Director</b>		10b Telephone number of officer or other employee shown on 10a <b>(912) 987-1911</b>	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	\$989,127
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶ <b>(1)2011 Mini Pumper; (1) 2009 KME Midmount Tower;</b>		18	
19 If obligations are TANs or PAs, check only box 19a <input type="checkbox"/>			
If obligations are BAsNs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$ 989,127	\$ N/A	years	%

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	\$989,127
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29	0	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$989,127	

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

**Part VI Miscellaneous**

<p><b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .</p>	<b>35</b>		
<p><b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .</p> <p><b>b</b> Enter the final maturity date of the GIC ▶ _____</p> <p><b>c</b> Enter the name of the GIC provider ▶ _____</p>	<b>36a</b>		
<p><b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .</p>	<b>37</b>		
<p><b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p><b>b</b> Enter the date of the master pool obligation ▶ _____</p> <p><b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p><b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____</p>			
<p><b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input checked="" type="checkbox"/></p>			
<p><b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/></p>			
<p><b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p><b>b</b> Name of hedge provider ▶ _____</p> <p><b>c</b> Type of hedge ▶ _____</p> <p><b>d</b> Term of hedge ▶ _____</p>			
<p><b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/></p>			
<p><b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/></p>			
<p><b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/></p>			
<p><b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____</p> <p><b>b</b> Enter the date the official intent was adopted ▶ _____</p>			

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ _____ Type or print name and title
--	-----------------	---

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			Phone no.
Firm's address ▶				

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND  
DIRECT AN OFFICER OF THE CITY  
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE  
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE  
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;  
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 22, 2001, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases:

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The \_\_\_\_\_ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for (1) 2011 Mini Pumper; (1) 2009 KME Midmount Tower; and (1) Pumper (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2.  An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

*(check box if applicable)*

An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Perry, Georgia (the "City"), and that the foregoing is a true copy of the  Resolution or,  Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

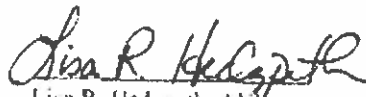
\_\_\_\_\_  
City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF WILSON

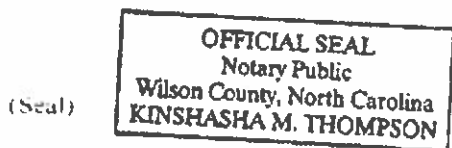
AFFIDAVIT OF LISA R. HEDGPETH

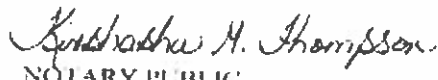
BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.

  
Lisa R. Hedgpeth, AVP  
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012



  
NOTARY PUBLIC  
Printed Name: Kinshasha M. Thompson  
My Commission Expires: 10/2/2012

## PROJECT FUND AGREEMENT

**THIS PROJECT FUND AGREEMENT** is dated as of \_\_\_\_\_, and is by and between **CITY OF PERRY, GEORGIA**, a public body of the State of Georgia (the "Lessee"), and **BRANCH BANKING AND TRUST COMPANY ("BB&T")**, as assignee of Georgia Municipal Association, Inc. ("GMA").

### RECITALS

The Lessee is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Lease Supplement dated as of \_\_\_\_\_ (the "Lease Supplement"), by and between the Lessee and GMA. GMA, will prior to the undertakings of BB&T herein, assign the Lease Supplement to BB&T. The purpose of the Lease Supplement is to provide for an advance of **\$989,127.00** to the Lessee to finance the Lessee's acquisition of Property, as defined in the Lease Supplement. In partial consideration for BB&T's assumption of the Lease Supplement, the Lessee has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

**NOW, THEREFORE**, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

In this Project Fund Agreement, the term "**Project Costs**" means all costs of the design, planning, acquiring, installing of the Property as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Lease Payments payable by the Lessee under the Lease Supplement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Property through the Lease Supplement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Lease Supplement.

#### **SECTION 2. PROJECT FUND.**

**2.1. Project Fund.** On the Closing Date and the assignment of the Lease Supplement by GMA to BB&T, BB&T will deposit **\$989,127.00** into a special account of the Lessee at Branch Banking and Trust Company to be designated "2018-00022 City of Perry Project Fund" (the "Project Fund"). This account shall be held separate and apart from all other funds of the Lessee. The Project Fund is the Lessee's property, but the Lessee will withdraw amounts on deposit in the Project Fund only as provided in the Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the Lessee's obligations under the Lease Supplement.

**2.2. Requisitions from Project Fund.** The Lessee may withdraw funds from the Project Fund only after authorization from BB&T. BB&T will disburse funds from the Project Fund only to the Lessee and only upon its receipt of written requisitions from one of the designated Authorized Representatives named in the Certificate of Authorized Representatives contained herein and substantially in the form of Exhibit A attached hereto.

**2.3. Disposition of Project Fund Balance.**

(a) *Upon completion* -- Promptly after the acquisition and installation of the Property has been completed, the Lessee shall deliver to BB&T a certificate to such effect signed by a Lessee Representative.

(b) *Upon default* -- Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) *Upon event of nonappropriation* -- Upon an event of nonappropriation, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) *After delay or inactivity* -- If (i) more than two years have elapsed from the Closing Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the Lessee, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(e) *Application of Project Fund balance* -- BB&T will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the prepayment date, and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions of Section 3.03 of the Lease Supplement), of the outstanding principal components of Lease Payments. Such prepayment, however, will not affect any other City payment obligation under the Lease Supplement. BB&T will notify the City of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

**2.4. Investment.** (a) The Lessee and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the Lessee will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under the Lease Supplement, unless the Lessee has supplied BB&T with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Lease Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

### **SECTION 3. MISCELLANEOUS.**

**3.1. Notices.** Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the Lessee, addressed to it at the following address: P.O. Box 2030, Perry GA 31069, Attention: Finance Officer.

(ii) If intended for BB&T, addressed to it at the following address: 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

**3.2. Survival of Covenants and Representations.** All covenants, representations and warranties made by the Lessee in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

**3.3. Choice of Law.** The parties intend that Georgia law shall govern this Project Fund Agreement.

**3.4. Amendments.** This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the Lessee.

**3.5. No Third-Party Beneficiaries.** There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

**3.6. Successors and Assigns.** All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.



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**3.7. Severability.** If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

**3.8. Counterparts.** This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

**3.9. Termination.** Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

*The remainder of this page has been left blank intentionally; signature page follows.*

**CERTIFICATE DESIGNATING AUTHORIZED REPRESENTATIVES**

In accordance with the terms herein, the Lessee designates the following persons as Authorized Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Lessee may designate additional Authorized Representatives to sign requisitions upon written notification to BB&T.

**IN WITNESS WHEREOF**, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

**ATTEST**  
**SEAL**

**CITY OF PERRY,  
GEORGIA**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRANCH BANKING AND  
TRUST COMPANY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Project Fund Agreement dated as of \_\_\_\_\_]*

**EXHIBIT A**

*[to be prepared on Lessee's letterhead for submission]*

**PROJECT FUND REQUISITION**

[Date] \_\_\_\_\_

**E-MAIL REQUISITIONS TO: GFProjectfunds@bbandt.com**

Requisition Team telephone: 252-296-0653 or 252-296-0452  
Branch Banking and Trust Company  
(Governmental Finance)

Re: Request for disbursement of funds from the Project Fund related to  
Contract # 9910001261-00022 with City of Perry, Georgia,  
dated \_\_\_\_\_.

To Whom It May Concern:

Pursuant to the terms and conditions of the Project Fund Agreement dated as of \_\_\_\_\_, City of Perry, Georgia (the "Lessee"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number \_\_\_\_ from the Project Fund.

**Disbursements will be to City of Perry, Georgia**

Amount: \$

**For vehicles and equipment for which a title is issued, attach the following to this requisition**

- **Copies of vendor invoices;**
- **Copies of the Certificates of Origin and Title Applications listing "Georgia Municipal Association, P. O. Box 105377, Atlanta. GA 30348" as 1st lienholder.**
  - **Note:** If a copy of the certificate of origin is not available, we are able to accept a copy of the Title Application (or Lien Recording Application, if applicable) with a copy of the existing Title.
- **Certificate of Insurance showing:**
  - **automobile liability and property coverage with "Georgia Municipal Association, P. O. Box 105377, Atlanta. GA 30348" listed as loss payee and certificate holder;**
  - **year, make model, VIN number of vehicles;**
  - **loan contract number 9910001261-00022.**

**For equipment other than vehicles, attach the following to this requisition**

- **Copies of vendor invoices;**
- **Certificate of Insurance showing:**
  - **property coverage with "Georgia Municipal Association, P. O. Box 105377, Atlanta. GA 30348" listed as loss payee and certificate holder;**
  - **make, model, serial number of each piece of equipment;**
  - **loan contract number 9910001261-00022.**

Project Description: Various Vehicles for Fire and Public Safety and equipment

Location of Property: City of Perry

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Lessee:

City of Perry makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Lease Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Lease Supplement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Lessee authorizes BB&T to file or cause to be filed any Uniform Commercial Code financing statements with respect to the Property that is the subject of this requisition.

- 
8. The Lessee has in place insurance on this portion of the Property that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Lessee for a Project Cost expenditure previously made, or (b) will be used by the Lessee promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

**CITY OF PERRY, GEORGIA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Where Georgia comes together.

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

**TO:** Mayor/Council  
**FROM:** Lee Gilmour, City Manager *LG*  
**DATE:** March 1, 2018  
**REFERENCE:** Charge Adjustment

Attached is a resolution recommending adjustments for certain charges based on review of actual costs and time. The standard administrative overhead (3.00%) is included. If you have any questions, please contact me.

**A RESOLUTION  
TO AMEND THE CITY OF PERRY  
FEE SCHEDULE TO PROVIDE FOR  
CHARGE ADJUSTMENTS**

**WHEREAS**, the Council directed that all fees/charges of the City be periodically reviewed and adjusted; and

**WHEREAS**, the Administration has examined certain charges and is recommending adjustments;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY RESOLVES** that the City of Perry Fee Schedule be amended as stated.

Section 1 B. Charge for Services, 5. Water/Sewerage, 2. Meter Installation, d. Construction Replacement is amended as follows:

	<u>From</u>	<u>To</u>
I. Replace meter	\$512.00/each	\$290.00/each

Section 2 B. Charge for Services, 5. Water/Sewerage, 4. Activation Fee is amended as follows:

	<u>From</u>	<u>To</u>
a. Residential	\$ 80.00/each	\$ 35.00/each location
b. Other		
Average Projected monthly usage minimum	\$ 80.00/each	\$ 60.00/each location

**SO RESOLVED**, this \_\_\_\_\_ day of March 2018.

CITY OF PERRY

By: \_\_\_\_\_  
JAMES E. FAIRCLOTH, JR., MAYOR

City Seal

Attest: \_\_\_\_\_  
ANNIE WARREN, CITY CLERK



## MEMORANDUM

TO: Lee Gilmour, City Manager

FROM: Brenda King, Director of Administration

DATE: February 26, 2018

SUBJECT: Recommendation of Award  
Bid #2018-20

Description: 3<sup>rd</sup> Street at Parkway Drive Storm Drainage Improvements

FUND:

<u>Vendor</u>	<u>Bid Amount</u>
LaKay Enterprises, Inc. – Ft. Valley, GA	\$64,314.00
LeClay Construction, Inc. – Perry, GA	\$77,204.81
McLeRoy, Inc. – Zebulon, GA	\$86,763.00
Lancaster Utility Construction, LLC – Fort Valley, GA	\$95,487.58

**Engineer and Department recommendation: Award the bid in the amount of \$64,314.00 to LaKay Enterprises, Inc.**





**GEORGIA WATER &  
ENVIRONMENTAL SERVICES**

1222 Main Street  
Perry, GA 31069  
(478) 235-0307

[www.gwesa.com](http://www.gwesa.com)

February 23, 2018

Mr. Chad McMurrin  
Lead Engineering Technician  
City of Perry  
PO Box 2030  
Perry, GA 31069

**RE: 3rd Street at Parkway Drive Storm Drainage Improvements  
Recommendation of Contract Award  
GWES Project No. 033.14.1.17**

Dear Mr. McMurrin,

This letter shall serve as our Recommendation of Award of the contract for construction of the referenced project.

After advertisement, sealed bids were received from four contractors for the subject construction until 2:00 p.m., Tuesday, February 20, 2018, at Perry City Hall, and thereafter publicly opened, read, and recorded. We have examined the submitted bids and determined that LaKay Enterprises (Contractor) is the low responsive bidder. Please refer to the attached *Official Bid Tabulation* for the project bid specifics.

In due diligence, GWES performed an evaluation of the completeness of the bids and on each contractor's capability to perform the work. LaKay has shown acceptable performance on St. Patrick Drive 12" Water Main Extension, Jernigan Street Storm Drainage, and several other projects for the City of Perry. A brief reference check was performed in accordance with our due diligence.

Based upon our evaluation, GWES finds no apparent reason to believe that LaKay Enterprises cannot complete the work satisfactorily within the 60-day project schedule. We recommend that this project be awarded to LaKay Enterprises for the bid amount of \$64,314.00.

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Upon the City's approval, we will prepare the contracts for execution. If you have any questions or require additional information, please contact us.

Respectfully,

**Georgia Water & Environmental Services, LLC.**



Burke B. Murph III, PE, MBA

Principal

478.235.0307

[burke@georgiawaterservices.com](mailto:burke@georgiawaterservices.com)

Attachments: Official Bid Tabulation  
LaKay Bid  
Reference Check Documentation  
Surety Check Documentation

Item No.	Description	Quantity	Unit	LoKay Enterprise, Inc		Lancaster Utility Construction, LLC		LeClay Construction, Inc.		McLeRoy Inc	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Mechanical/Demolition	1	LS	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	\$10,500.00	\$10,500.00
2	Prevention, Control, and Abatement of Erosion and Water Pollution	1	LS	\$1,500.00	\$1,500.00	\$2,585.00	\$2,585.00	\$2,500.00	\$2,500.00	\$12,640.00	\$12,640.00
3	Miscellaneous Restoration	1	LS	\$2,500.00	\$2,500.00	\$2,970.00	\$2,970.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00
4	Remove Asphalt Pavement	2	SY	\$40.00	\$80.00	\$1.50	\$3.00	\$18.75	\$37.50	\$42.00	\$84.00
5	Remove Existing Storm Manholes	3	EA	\$500.00	\$1,500.00	\$1,370.00	\$4,110.00	\$1,250.00	\$3,750.00	\$600.00	\$1,800.00
6	Remove Existing Storm Piping	130	LI	\$10.00	\$1,300.00	\$38.50	\$5,005.00	\$18.75	\$2,437.50	\$16.00	\$2,080.00
7	Remove 5' Wide Concrete Sidewalk w/ Detect Table Warning Strip	5	SY	\$50.00	\$250.00	\$5.00	\$25.00	\$75.00	\$375.00	\$80.00	\$400.00
8	Remove Existing Inlets	5	EA	\$1,500.00	\$7,500.00	\$330.00	\$1,650.00	\$1,875.00	\$9,375.00	\$1,350.00	\$6,750.00
9	Install 5' Wide Concrete Sidewalk	5	SY	\$60.00	\$300.00	\$75.00	\$375.00	\$62.50	\$312.50	\$300.00	\$1,500.00
10	Install 14" x 23" Class III IV Uplift of RCP	212	PI	\$7.00	\$1,484.00	\$100.06	\$21,212.72	\$64.38	\$13,648.56	\$64.00	\$13,568.00
11	Install GJX31 100VA Vitr-C "Drop In" w/ Catch and Control Box	3	EA	\$1,800.00	\$5,400.00	\$3,881.90	\$11,645.70	\$2,250.00	\$6,750.00	\$2,700.00	\$8,100.00
12	Install GJX31 200LJ Custom Inlet Box	1	EA	\$1,800.00	\$1,800.00	\$3,639.38	\$3,639.38	\$1,875.00	\$1,875.00	\$2,000.00	\$2,000.00
13	Install 14" x 23" Precast Elevated End Section	3	EA	\$750.00	\$2,250.00	\$1,595.76	\$4,787.28	\$1,000.00	\$3,000.00	\$950.00	\$2,850.00
14	Install 8" Sanitary Sewer Concrete Encasement	2	EA	\$750.00	\$1,500.00	\$605.00	\$1,210.00	\$500.00	\$1,000.00	\$700.00	\$1,400.00
15	Install 6" Water Main Concrete Encasement	2	EA	\$750.00	\$1,500.00	\$605.00	\$1,210.00	\$500.00	\$1,000.00	\$700.00	\$1,400.00
16	Reinforcement	40	CY	\$250.00	\$10,000.00	\$506.00	\$20,240.00	\$266.25	\$10,650.00	\$370.00	\$14,800.00
17	Ditch Channel	375	LI	\$17.00	\$6,375.00	\$13.70	\$5,148.50	\$15.00	\$5,625.00	\$15.00	\$5,625.00
18	Install Weather Service Towering	2	EA	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$1,750.00	\$3,500.00	\$1,100.00	\$2,200.00
19	Install 2' Steel Curb Manhole w/ Catch and Control	2	EA	\$1,200.00	\$2,400.00	\$0.00	\$0.00	\$4,375.00	\$8,750.00	\$0.00	\$0.00
<b>Total Based Bid</b>				<b>\$64,314.00</b>	<b>\$95,487.58</b>	<b>\$0.00</b>	<b>\$77,204.81</b>	<b>\$586,763.00</b>	<b>\$86,750.00</b>	<b>\$0.00</b>	<b>\$86,750.00</b>



Bruce B. Murphy  
 Georgia Water & Environmental Services, Inc.

**SECTION 00400  
BID FORM**

TO: CITY OF PERRY

FROM: LaKay Enterprises, Inc.

For: 3RD STREET AT PARKWAY DRIVE STORM DRAINAGE IMPROVEMENTS

DATED: Tuesday, February 20, 2018 @ 2:00pm

**Article 1 – Bidder’s Acknowledgements**

- 1.01 The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project having examined the Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the Contract Documents.
- 1.02 The Bidder proposes and agrees, if this Bid is accepted, to contract with the City of Perry in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the City of Perry with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents.
- 1.03 The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid and the monies payable thereon shall be paid in to the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

**Article 2 – Bidder’s Representations**

2.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-18</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited and become familiar with the Site and is satisfied with the Site conditions that may affect cost, progress and performance of the Work.

C. Bidder is familiar with and satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in Part 6 of the Supplemental Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Part 6 of the Supplemental Conditions.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 2.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given written notification to Engineer of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and Bidder finds Engineers written resolution thereof acceptable.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its Authority to do business in the State of Georgia prior to the date of execution of the Agreement.

### Article 3 – Bidder's Certification

3.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without knowledge of Owner, with the purpose to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### Article 4 – Basis of Bid

4.01 The Contractor shall review Section 01025 – Measurement & Payment for methods and limits for payments to the Contractor for the following pay items.

Item No.	Description	Quantity	Unit	Unit Price	Item Total
1	Mobilization/Demobilization	1	LS	2,500.00	2,500.00
2	Prevention, Control, and Abatement of Erosion and Water Pollution	1	LS	1,500.00	1,500.00
3	Miscellaneous Restoration	1	LS	2,500.00	2,500.00
4	Remove Asphalt Pavement	75	SY	50.00	3,750.00
5	Remove Existing Storm Structures	3	EA	500.00	1,500.00
6	Remove Existing Storm Piping	130	LF	10.00	1,300.00
7	Remove 5' Wide Concrete Sidewalk w/ Detectable Warning Strip	5	SY	50.00	250.00
8	Remove Existing Trees	3	EA	1,500.00	4,500.00
9	Install 5' Wide Concrete Sidewalk	5	SY	60.00	300.00
10	Install 14" x 23" Class HE IV Elliptical RCP	212	LF	72.00	15,264.00
11	Install GDOT 1019A Type "C" Drop Inlet w/Grate and Custom Box	3	EA	1,800.00	5,400.00
12	Install GDOT 9031U Custom Junction Box	1	EA	1,800.00	1,800.00
13	Install 14" x 23" Precast Flared End Section	3	EA	950.00	2,850.00
14	Install 8" Sanitary Sewer Concrete Encasement	2	EA	750.00	1,500.00
15	Install 6" Water Main Concrete Encasement	2	EA	750.00	1,500.00
16	Install Dyed Concrete Pavement w/ Steel Reinforcement	40	CY	250.00	10,000.00
17	Ditch Grading	375	LF	12.00	4,500.00
18	Install Water Service Lowering	2	EA	500.00	1,000.00
19	Install 2" Steel Gas Main Lowering Conflict Resolution	2	EA	1,200.00	2,400.00

Total Items 1-19, the amount of:

\$64,314.00

Dollars & Cents

Sixty-four thousand three hundred fourteen dollars and no cents

#### Article 5 - Time of Completion

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within

sixty (60) calendar days after the start day identified in the Notice to Proceed.

Bidder accepts the provision of the Agreement in regards to - damages in the event the Bidder fails to complete the Work within the times specified in the Agreement.

**Article 6 – Attachments to this Bid**

6.01 Bidder shall submit the following documents with the Bid:

- A. ✓ Required Bid security in the form of ten (10) percent of the Total Bid Price;
- B. ✓ List of Proposed Subcontractors;
- C. ✓ List of Proposed Suppliers;
- D. ✓ List of Project References;
- E. ✓ Evidence of authority to do business in the State of Georgia;
- F. ✓ License No. of Contractor performing the work or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. ✓ Statement of Bidder's Qualifications with supporting data (Section 00420);
- H. ✓ Corporate Certificate (Section 00422);
- I. ✓ Contractor Certification (Section 00425);
- J. ✓ Non-collusion Affidavit of Prime Bidder (Section 00480);
- K. ✓ Contractor Affidavit and Agreement (Section 00483);
- L. ✓ Subcontractor Affidavit of Employment Eligibility (Section 00484);
- M. ✓ SAVE Affidavit (Section 00485); and
- N. ✓ Pre-Award Oath (Section 00550)

**Article 7 – Define Terms**

7.01 The terms used in this Bid with the initial letter capitalized shall be defined as stated in the Instructions to Bidders, General Conditions and Supplementary Conditions.



**Article 8 – Bid Communication**

8.01 All communications regarding this bid shall be addressed to:

Mr. Burke Murph, P.E.  
Georgia Water & Environmental Services, LLC.  
1222 Main Street  
Perry, Ga 31069  
Phone: (478) 235-0307  
[burke@georgiawaterservices.com](mailto:burke@georgiawaterservices.com)

**Article 9 – Bid Submittal**

9.01 This bid is submitted by:

Bidder: LaKay Enterprises, Inc.

By: Billy Crump

Name: Billy Crump  
(Print)

Title: President

Attest: Billy Crump

Bidder's Business Address: 2062 Hendrick Rd.

Fort Valley Ga.

Phone No. 478-954-7275 Fax No. 478-825-0665

E-mail billycrump@att.net

Submitted on Feb. 20, 2018.

State Contractor License No. of Contractor performing work: 00300061

**END OF SECTION**

**3RD STREET AT PARKWAY DR STORM DRAINAGE IMPROVEMENTS  
REFERENCE CHECK DOCUMENTATION**

Contractor: LaKay Enterprises, Inc.  
Date: 2/22/2018

Reference: Dickey Daniels  
Company: City of Warner Robins  
Phone: 478.808.1547

Type of Work	Overall Impression	Issues	Comments	Recommend
Linear Infrastructure Water Main	Very Good	None	good work; Many projects completed in Houston County	Yes

Reference: George Brennan  
Company: City of Warner Robins (Public Works)  
Phone: 478.929.1900

Type of Work	Overall Impression	Issues	Comments	Recommend
Linear Infrastructure	Satisfactory	None	Does good work; shows up and completes jobs on time.	Yes

Reference: Hays Hofstadter  
Company: Hofstadter & Assoc. (Consultant)  
Phone: 478.757.1169

Type of Work	Overall Impression	Issues	Comments	Recommend
Linear Infrastructure Water Main & Storm	Satisfactory	None	Works well in residential areas, on schedule	Yes

Surety Bonds - Certified Companies

NY NC ND OH OK OR PA PR RI SC SD TN TX UT VT VA WA WV WI WY INCORPORATED IN Connecticut.

Hartford Insurance Company of Illinois (NAIC #38288)

BUSINESS ADDRESS: One Hartford Plaza Hartford CT 06155 - 0001. PHONE (860) 547-5000. UNDERWRITING LIMITATION b/ \$128 932 000. SURETY LICENSES c/f CT HI IL MI NY PA. INCORPORATED IN: Illinois

Hartford Insurance Company of the Midwest (NAIC #37478)

BUSINESS ADDRESS: One Hartford Plaza Hartford CT 06155 - 0001. PHONE (860) 547-5000. UNDERWRITING LIMITATION b/ \$47 331 000. SURETY LICENSES c/f AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA PR RI SC SD TN TX UT VT VA WA WV WI WY. INCORPORATED IN Indiana

Hartford Insurance Company of the Southeast (NAIC #38261)

BUSINESS ADDRESS: One Hartford Plaza Hartford CT 06155 - 0001. PHONE (860) 547-5000. UNDERWRITING LIMITATION b/ \$5 557 000. SURETY LICENSES c/f CT FL GA KS LA MI PA. INCORPORATED IN: Connecticut.

Hudson Insurance Company (NAIC #25054)

BUSINESS ADDRESS: 100 William Street 5th Floor New York NY 10038. PHONE (212) 978-2800. UNDERWRITING LIMITATION b/ \$45 787 000. SURETY LICENSES c/f AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA PR RI SC SD TN TX UT VT VA WA WV WI WY. INCORPORATED IN Delaware

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IMT Insurance Company (NAIC #14257)

BUSINESS ADDRESS: P.O. Box 1336 Des Moines IA 50306 - 1336. PHONE (515) 327-2777. UNDERWRITING LIMITATION b/ \$13 814 000. SURETY LICENSES c/f AZ IL IA MN MO NE ND SD WI. INCORPORATED IN Iowa

Indemnity Company of California (NAIC #25550)

BUSINESS ADDRESS: P.O. BOX 19725 IRVINE CA 92623 - 9725. PHONE (949) 263-3300. UNDERWRITING LIMITATION b/ \$1 554 000. SURETY LICENSES c/f AK AZ CA CO DC GA HI ID IN KS MD MI MS MT NE NV NM NC ND OK OR SC UT VT VA WA WV WY. INCORPORATED IN California

Indemnity Insurance Company of North America (NAIC #43575)

BUSINESS ADDRESS: 435 WALNUT STREET P.O. Box 1000 Philadelphia PA 19106. PHONE (215) 640-1000. UNDERWRITING LIMITATION b/ \$12 072 000. SURETY LICENSES c/f AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA PR RI SC SD TN TX UT VT VA WA WV WI WY. INCORPORATED IN Pennsylvania

Indemnity National Insurance Company (NAIC #18468)

BUSINESS ADDRESS: 4800 Old Kingston Pike Knoxville TN 37919. PHONE (365) 934-4360. UNDERWRITING LIMITATION b/ \$1 174 000. SURETY LICENSES c/f AL AZ AR CO GA KY LA MS NV NM OK SC TN TX UT. INCORPORATED IN Mississippi.

Indiana Lumbermens Mutual Insurance Company (NAIC #14265)

BUSINESS ADDRESS: 2005 Market Street Suite 1200 Philadelphia PA 19103. PHONE (267) 825-9205. UNDERWRITING LIMITATION b/ \$1 512 000. SURETY LICENSES c/f AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA PR RI SC SD TN TX UT VT VA WA WV WI WY. INCORPORATED IN Indiana

Inland Insurance Company (NAIC #23264)

BUSINESS ADDRESS: P.O. Box 60462 Lincoln NE 68591. PHONE (402) 435-4302. UNDERWRITING LIMITATION b/ \$15 235 000. SURETY LICENSES c/f AZ CO IA KS MN MO MT NE ND OK SD WY. INCORPORATED IN Nebraska

Insurance Company Of North America (NAIC #22713)

BUSINESS ADDRESS: 435 WALNUT STREET P.O. Box 1000 Philadelphia Pa 19106. PHONE (215) 640-1000. UNDERWRITING LIMITATION c/ \$23 358 000. SURETY LICENSES c/f AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA PR RI SC SD TN TX UT VT VA WA WV WI WY. INCORPORATED IN Pennsylvania

Insurance Company of the State of Pennsylvania (The) (NAIC #19429)

BUSINESS ADDRESS: 175 WATER STREET 18TH FLOOR NEW YORK NY 10038. PHONE (212) 770-7800. UNDERWRITING LIMITATION b/ \$7 719 000. SURETY LICENSES c/f AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA PR RI SC SD TN TX UT VT VA WA WV WI WY. INCORPORATED IN Pennsylvania

Surety Check  
LaKay Enterprise  
3rd St. Storm Drainage

[Translate](#)



**MEMORANDUM**

TO: Lee Gilmour, City Manager  
FROM: Brenda King, Director of Administration  
DATE: March 1, 2018  
SUBJECT: Recommendation of Award  
Bid #2018-25

Description: Pursuit Half Ton Full Size Pickup Truck for Public Safety – Patrol

FUND: General

<u>Vendor</u>	<u>Model</u>	<u>Bid Amount</u>
Hamby Automotive – Perry, GA	2018 Chevrolet Silverado	\$32,791.60
Brannen Motor Company – Unadilla, GA	2018 Ford F-150	\$37,070.00
Perry Ford - Perry, GA	2018 Ford F-150	\$38,135.16
Jeff Smith Ford – Byron, GA	2018 Ford F-150	\$39,985.00

Hamby Automotive did not meet the bid specifications.

**Department recommendation: Award the bid in the amount of \$37,070.00 to Brannen Motor Company.**



Where Georgia comes together.

**PERRY POLICE DEPARTMENT**  
**Stephen D. Lynn, Chief of Police**

**MEMORANDUM**

**TO:** Brenda King, Director of Administration  
**FROM:** Chief Steve Lynn   
**DATE:** March 1, 2018  
**RE:** **POLICE DEPARTMENT VEHICLE BIDS – FY2018 – BID 2018-25**

In reference to the bids for one F-150 pursuit truck, the low bid was in the amount of \$37,070.00 from Brannen Motor Company.

The other bids are as follows:

- Perry Ford \$38,135.00
- Brannen Motor Company \$37,070.00
- Jeff Smith Ford \$39,985.00
- Hamby Automotive \$32,791.60

Hamby Automotive's bid was non-compliant with the bid specs.

**Perry Ford meets the local vendor requirements. Should they decline to take advantage of this option, we recommend accepting the low bid of \$37,070.00 from Brannen Motor Company.**

Please let me know should you have any questions.

SDL/jsd



MEMO

To: Mayor & Council

From: Elizabeth Nelson, Accounting Technician *EN*

Ref: Alcohol License

Date: 02/27/2018

Application for Alcohol License (Packaged to go Beer/Wine/Liquor):

Perry Liquor LLC  
277 Perry Parkway  
Suite E&F  
Perry GA 31069

Manager : Hemang Patel (731-935-9469 or 850-584-4848)

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

cc: Lee Gilmour  
Brenda King  
Steve Lynn