



Where Georgia comes together.

REGULAR MEETING OF THE PERRY CITY COUNCIL
May 15, 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. Presentation to Mayor and Council – Mr. Ernest Earns, President of Georgia Association of Water Professionals
 - 4b. Recognition of ESG Operations, Inc. – Ms. Robyn McBride, Mr. Ronald Davis, and Mr. Robert Crayton
 - 4c. Resolution recognizing and commending all Georgia PlanFirst Communities – Mayor Faircloth.
5. Citizens with Input:
6. Public Hearing: Mayor James E. Faircloth, Jr.

The purpose of this Public Hearing is to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-67A-3 (c).

- 6a. Petition for Rezoning Application No. R-17-09. Applicant, The City of Perry, request the rezoning of property from City of Perry R-2, Two Family Residential District to GU, Government Use District. The property is located at 1804 Tucker Road; Tax Map No.: 0P0450 051000 – Mr. B. Wood.
- 6b. Petition for Rezoning Application No. R-18-02. Applicant, The City of Perry, request for rezoning of properties:
1201 Ball Street; Tax Map No. 0P0060 049000
1203 Ball Street; Tax Map No. 0P0060 050000
1205 Ball Street; Tax Map No. 0P0060 051000
1207 Ball Street; Tax Map No. 0P0060 052000
1209 Ball Street; Tax Map No. 0P0060 044000
805 Carey Street; Tax Map No. 0P0060 041000
807 Carey Street; Tax Map No. 0P0060 042000

from C-3, Central Business District to NMU, Neighborhood Mixed Use (Downtown Development Overlay District to remain in place) – Mr. B. Wood.

6c. Petition for Rezoning Application No. R-18-03. Applicant, Ms. Mary B. Murphy, request the rezoning of property from C-3, Central Business District to FBR, Form Based Residential (Downtown Development Overlay District to remain in place). The property is located at 1207 Ball Street; Tax Map No.: oP0060 05200– Mr. B. Wood.

6d. Petition for Rezoning Application No. R-18-04. Applicant, Prestwick Development Company, requests the rezoning of 3.07 acres from R-3, Multi-Family Residential to P.U.D., Planned Unit Development. The property is located at 517 Martin Luther King, Jr., Drive; Tax Map No.: oP0210 05500 – Mr. B. Wood.

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

7a. Council’s Consideration – Minutes of the April 16, 2018 work session, April 17, 2018 pre council meeting, April 17, 2018 council meeting, and April 30, 2018 work session.

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

8a. Mayor James E. Faircloth, Jr.

8b. Council Members

8c. City Manager Lee Gilmour

8d. Assistant City Manager Robert Smith

8e. City Attorney

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

9a. Matters referred from May 14, 2018 work session, and May 15, 2018 pre council meeting.

9b. Ordinance(s) for First Reading(s) and Adoption:
(Second reading waived at April 30, 2018 work session).

1. **First Reading** of an ordinance for the rezoning of property from City of Perry R-2, Two Family Residential District to GU, Government Use District. The property is located at 1804 Tucker Road; Tax Map No. oP0450 051000 – Mr. B. Wood.

2. **First Reading** of an ordinance for the rezoning of properties:
1201 Ball Street; Tax Map No. oP0060 049000
1203 Ball Street; Tax Map No. oP0060 050000
1205 Ball Street; Tax Map No. oP0060 051000
1207 Ball Street; Tax Map No. oP0060 052000
1209 Ball Street; Tax Map No. oP0060 044000
805 Carey Street; Tax Map No. oP0060 041000
807 Carey Street; Tax Map No. oP0060 042000

from C-3, Central Business District to NMU, Neighborhood Mixed Use (Downtown Development Overlay District to remain in place) – Mr. B. Wood.

3. **First Reading** of an ordinance for the rezoning of property from C-3, Central Business District to FBR, Form Based Residential (Downtown Development Overlay District to remain in place). The property is located at 1207 Ball Street; Tax Map No. 0P0060 05200 – Mr. B. Wood.
4. **First Reading** of an ordinance for the rezoning of 3.07 acres from R-3, Multi-Family Residential to P.U.D., Planned Unit Development. The property is located at 517 Martin Luther King, Jr., Drive; Tax Map No. 0P0210 05500 – Mr. B. Wood.

9c. **Resolution(s) for Consideration and Adoption:**

1. Resolution to accept donation of lots in Wind River Subdivision for use as greenspace – Mr. B. Wood.
2. Resolution declaring certain City assets surplus – Mr. L. Gilmour.
3. Resolution authorizing the Mayor and Clerk to execute a supplemental lease and project fund agreement to provide financing for purchase of trucks, fire equipment and excavator – Ms. B. King.
4. Resolution authorizing the Mayor and Clerk to execute a supplemental lease and project fund agreement to provide financing for purchase of police vehicles, administration vehicles and equipment – Ms. B. King.

9d. Approve Memorandum of Understanding between the City and Georgia Department of Community Affairs for the Main Street program for 2018 – Ms. C. Edgemon.

9e. Approval of contract for ROK Technologies GIS services – Mr. B. Wood.

9f. **Special Events Application(s):** Chief S. Lynn

1. The Perry Chamber of Commerce is hosting its Independence Parade and Freedom Fireworks event on Sunday, June 24, 2018, beginning at 6 p.m.

Street closure(s) requested:

Washington Street Sam Nunn and Northside Drive

Washington Street between Northside Drive and Main Street

Main Street between Washington Street and General Courtney Hodges Boulevard

General Courtney Hodges Boulevard between Main Street and Larry Walker Parkway

Larry Walker Parkway between General Courtney Hodges Boulevard and North Gate of GNFA

2. The Perry Downtown Merchants Council is hosting its 6th Annual Progressive Wine Tasting event downtown Perry on Friday, June 1, 2018, from 6 p.m. – 9 p.m.

Street closure(s) requested:

Ball Street between Main Street and Commerce Street

Carroll Street between Jernigan Street and Washington Street

Approval of special event alcohol permit license application.

3. The City of Perry is hosting Saturday Cinema on May 26, June 23, July 28, August 25 and September 22 from 7 p.m. – 11 p.m. in various city parks.

- 9g. Authorize blocking off Marion Street on June 15, 6 p.m. until 8 p.m. for neighborhood block party – Chief S. Lynn.

10. Council Members Items:

11. Department Heads/Staff Items.

12. General Public Items:

13. Mayor Items:

14. Adjourn.

Lee Gilmour

From: Sharon Kelly <skelly@esginc.net>
Sent: Thursday, April 19, 2018 12:33 PM
To: lee.gilmour@perry-ga.gov
Subject: Employee Recognition

Sorry I missed the Council Meeting this week. Per our conversation this morning, we have 3 employees whom deserve recognition, and whom we would like to send to your next meeting depending availability.

Robin McBride (Meter Reader)- Found problem with Sensus Tower saving the City thousands from having to install another tower for the radio read system.

Ronald Davis (C&D Crew Leader) noticed a coworker (David Cheatham) acting funny, so he jumped into action taking the employee directly to the hospital. Saved the man from a stroke.

Robert Crayton (Gas Dept) noticed a senior citizen in trouble when her car caught a fire. Robert pulled over and put the fire out for her, and she was fine.

Thank You,

Sharon Kelly
Regional Manager
ESG Operations, Inc.
108 Frank Satterfield Road
Perry, GA 31069
Cel: 478-960-1111
Off: 478-988-2777
Fax: 478-988-2778



Georgia Senate



A RESOLUTION

Recognizing and commending all Georgia PlanFirst communities for their outstanding and commendable community planning efforts and accomplishments; and for other purposes.

WHEREAS, 29 years ago this General Assembly enacted the Georgia Planning Act, which established that the State of Georgia will maintain an essential public interest in protecting and preserving the natural resources, environment, and vital areas of the state, and that it will serve these interests through coordinated and comprehensive planning by all local governments; and

WHEREAS, local governments throughout our state have undertaken the tasks necessary to adopt and implement comprehensive plans which will protect and enhance the quality of life within their respective communities; and

WHEREAS, the State of Georgia recognizes the important role that cities and counties play in fostering the state's image as an attractive place in which to invest, conduct business, and raise a family; moreover, planning creates an environment of predictability for economic development, property owners, and the general public; and

WHEREAS, it is the wish of the Senate to recognize and honor those communities that have dedicated their purposeful work toward establishing a vision for their future growth and development, and that have taken the steps necessary to set a path needed to achieve this vision; and

WHEREAS, the Georgia Department of Community Affairs acknowledges the importance of coordinated and comprehensive planning to the state, and therefore the PlanFirst program has been created to recognize those communities in Georgia that have shown an exemplary history of comprehensive plan development and implementation; and

WHEREAS, this Senate is justly proud to honor the PlanFirst Class of 2018 which includes the City of Adel, City of Byron, City of Forsyth, City of Griffin, City of Jesup, City of Perry, City of Thomasville, City of Tifton, and Crawford County for their outstanding and commendable community planning efforts and accomplishments; and further includes the Town of Braselton, City of Vienna, City of Woodstock, and Jones County for their continued commitment to successful planning implementation and hereby designates them as Georgia PlanFirst communities; and

WHEREAS, it is the sense of this Senate that those local governments that enhance the well-being and vitality of their communities and have shown a long and sustained commitment to excellence in planning and plan implementation certainly have earned the recognition and applause of all the citizens of this great state.

NOW, THEREFORE, BE IT RESOLVED BY THE SENATE that the members of this body pause in their deliberations to honor the City of Adel, City of Byron, City of Forsyth, City of Griffin, City of Jesup, City of Perry, City of Thomasville, City of Tifton, City of Vienna, City of Woodstock, Crawford County, Jones County, and the Town of Braselton for their many community planning accomplishments, in conjunction with the Georgia Planning Act.

BE IT FURTHER RESOLVED that the Secretary of the Senate is authorized and directed to make appropriate copies of this resolution available for distribution to these distinguished communities for the purpose of their respective local governments to highlight their worthy accomplishments and further promote the Georgia PlanFirst program to other local governments around and about the great State of Georgia.

Senate Resolution 1001

By: Senators Tillery of the 19th, Black of the 8th, Kennedy of the 18th, Walker III of the 20th, Thompson of the 14th and others

Adopted in the Senate March 12, 2018


PRESIDENT OF THE SENATE


SECRETARY OF THE SENATE


PRESIDENT PRO TEMPORE


SENATOR, DISTRICT 19th



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Department of Community Development

**Public Hearing
March 6, 2018
Tuesday @ 6:00 PM**

February 13, 2018

**The Honorable James E. Faircloth, Jr.
Perry City Council
Post Office Box 2030
Perry, Georgia 31069**

**Re: Rezoning Application #R-17-09
1804 Tucker Road, Perry
Tax Map #P45-51**

Dear Mayor and Council:

On February 12, 2018 the Perry Planning Commission reviewed the above referenced petition for a rezoning request as submitted by the City of Perry.

The request was for the rezoning of the property listed above from City of Perry R-2, Two Family Residential District to GU, Government Use District.

The Perry Planning Commission recommended approval of the application as submitted.

Sincerely,

**Jacob W. Poole, Chairman
Perry Planning Commission**

JWP/cs



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STAFF REPORT

December 19, 2017

From the Community Development Department

CASE NUMBER: R-17-09
APPLICANT: The City of Perry
REQUEST: Zoning change from R-2, Two-Family Residential District to GU, Government Use District
LOCATION: 1804 Tucker Road; Tax Map No.: 0P0450 051000

ADJACENT ZONING/LANDUSES:

Subject Parcel: Zoned R-2, undeveloped land
North: R-1, Single-Family Residential, Single-family detached houses
South: R-2; Two-family Residential; vacant land
East: R-2; Two-family Residential; vacant land
West: R-1, Single-Family Residential, Single-family detached houses, Barbara Calhoun Park, and undeveloped land

STAFF RECOMMENDATION: Based on evaluation of the standards below, the City Staff concludes that the GU zoning district is appropriate for the subject property. Therefore, Staff recommends approval of the request.

BACKGROUND INFORMATION: The 8.98 acre subject property was recently purchased by the City of Perry for development of a public water treatment plant and water wells. The intent of the project is to replace the water supply provided by the aging Water Plant #1, and to provide a reliable source of water for Perry's continued residential, commercial, and industrial growth.

STANDARDS GOVERNING ZONE CHANGES:

1. *The suitability of the subject property for the zoned purposes.* The R-2 district allows public utilities with proper screening and no office or equipment storage.
2. *The extent to which the property values of the subject property are diminished by the particular zoning restrictions.* As the site of a public utility, the current zoning includes restrictions that are not feasible to comply with.
3. *The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.* Keeping the property zoned for residential uses limits the City's ability to expand its water operations to address the growing demand for its residents.
4. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.* The residential zoning classification does not offer any public gain.
5. *Whether the subject property has a reasonable economic use as currently zoned.* The subject parcel was created to provide access drives to an area for wells and an area for a water treatment plant with limited

impact on adjacent properties. The layout and shape of the parcel offers very limited opportunity for residential development.

6. *The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.* The subject property has remained undeveloped while properties immediately to the west and north, and further east have developed over the past decades.
7. *Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.* The development of water wells and a water treatment plant will have limited impact on surrounding residential and park uses. The parcel was designed to locate the actual uses away from existing uses and to provide for adequate screening to such uses.
8. *Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.* The proposed water facility will be located away from residential and park uses and will be screened from such uses.
9. *Whether the zoning proposal is in conformity with the policies and intent of the land use plan.* The 2017 Joint Comprehensive Plan Update identifies the subject property and the surrounding area as 'Traditional Neighborhood Character Area'. Increasing the City's water supply was a goal included in the 2009 and 2017 Joint Comprehensive Plan.
10. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.* The proposed use will have no impact on streets, transportation facilities or schools. It will result in increased water supply for the City of Perry residents
11. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.* The City's continued residential and commercial growth will require an additional reliable supply of water.



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Application # R-17-09

Application for Rezoning

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	The City of Perry	Same
*Title		
*Address	PO Box 2030 Perry, GA 31069	
*Phone	478-988-2720	
*Email	chad.mcmurrian@perry-ga.gov	

Property Information

*Street Address or Location	1804 Tucker Road
*Tax Map #(s)	P0450 041000
*Legal Description	<p>A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;</p> <p>B. Provide a survey plat of the property and/or a proposed site plan;</p> <p>C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.</p>

Request

*Current Zoning District R-2, Two-Family Residential	*Proposed Zoning District GU, Government Use
*Please describe the existing and proposed use of the property This vacant parcel will be developed as a municipal water plant and wells.	

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$123.00 plus \$14.60/acre (maximum \$1,500.00)
 - Planned Development - \$148.00 plus \$14.60/acre (maximum \$2,600.00)
 - Commercial/Industrial - \$225.00 plus \$21.00/acre (maximum \$2,800.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 32, 33, and 171 of the Perry Land Development Ordinance (PLDO) for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.

8. Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No X
If yes, please complete and submit the attached Disclosure Form.
9. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
10. Signatures:

*Applicant 	*Date 12/5/17
*Property Owner/Authorized Agent 	*Date 12/5/17

Standards for Granting a Rezoning

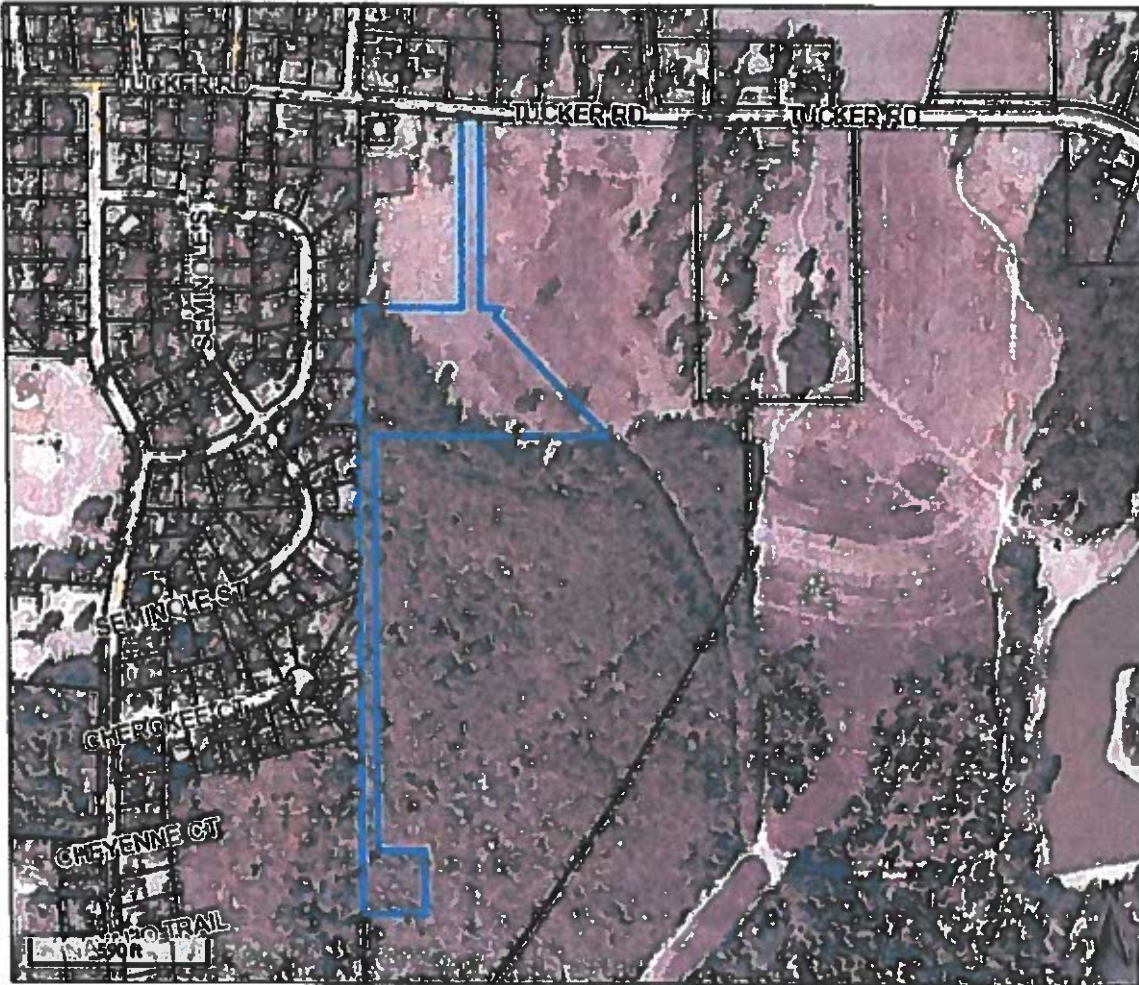
1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe the existing land uses and zoning classifications of surrounding properties.
3. Describe the suitability of the subject property for use as currently zoned.
4. Describe the extent to which the value of the subject property is diminished by the current zoning designation.
5. Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.
6. Describe the relative gain to the public compared to any hardship imposed on the property owner.
7. Describe how the subject property has no reasonable economic use as currently zoned.
8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?
9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

1/10/18 - moved to 2/12/18

Created 6/30/2107

For Office Use

Date received 12/5/17	Fee paid n/a	Date deemed complete 12/5/17	Public Notice Sign Data 1/18	Legal Ad Place 1/18	Notice of action 1/17/18
Notice to Applicant n/a	Routed to PC by 12/29	Date of PC 01/8/18	Date of Public Hearing 1/18	Date of Council action 2/12/18	Notice of action



Overview



Legend

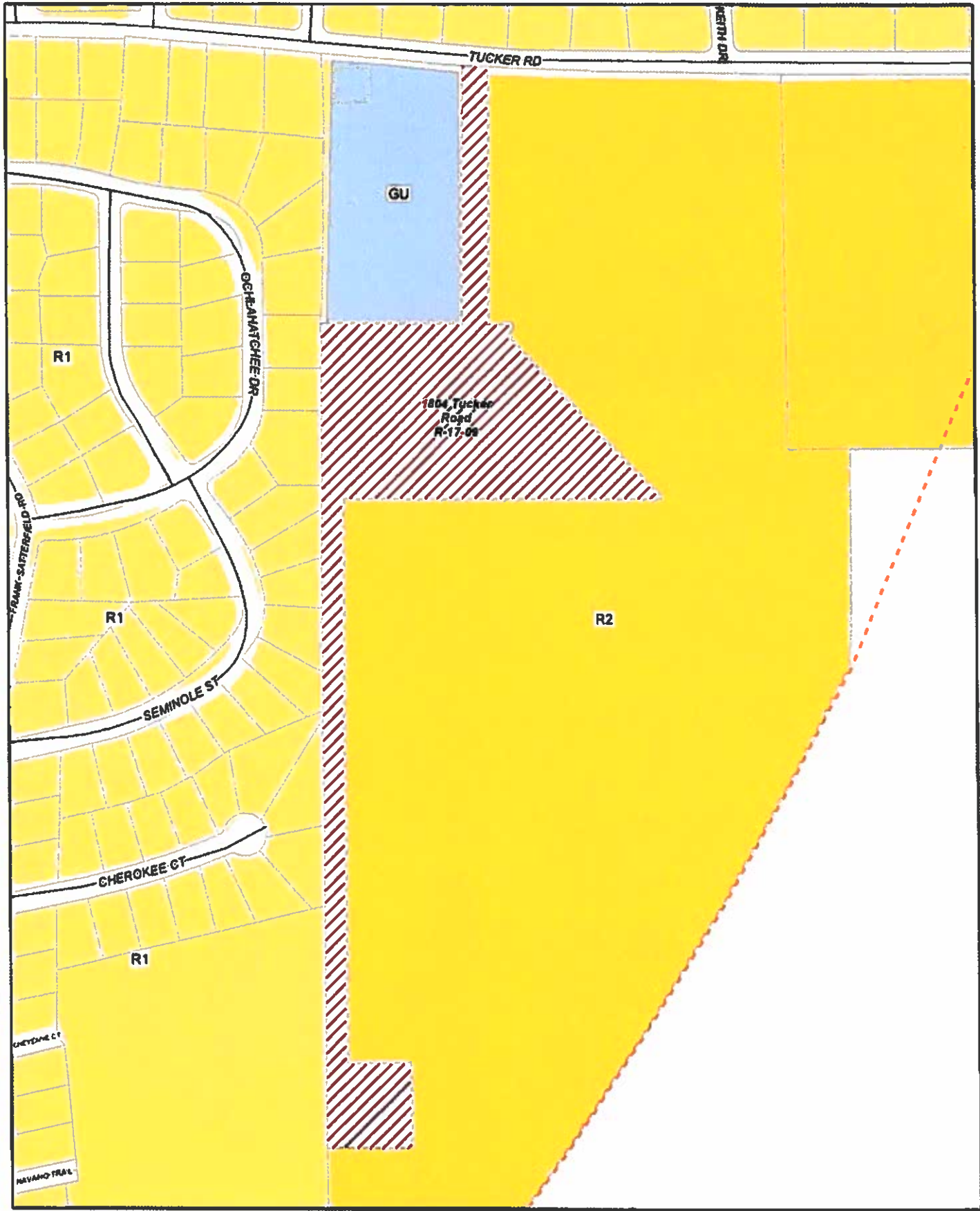
-  Parcels
-  Roads

Parcel ID	0P0450 041000	Owner	CITY OF PERRY GEORGIA	Last 2 Sales			
Class Code	Exempt		PO BOX 2030	Date	Price	Reason	Qual
Taxing District	Perry		PERRY GA 31069	7/11/2017	\$89800	01	U
	Perry	Physical Address	TUCKER RD				
Acres	8.98	Assessed Value					
		Land Value	Value \$63200				
		Improvement Value					
		Accessory Value					

(Note Not to be used on legal documents)

Date created: 12/5/2017
 Last Data Uploaded: 12/4/2017 11:05:02 PM

 Developed by
 The Schneider Corporation



Legend

Municipal Boundaries	C1	M1	R2
Parishes	C2	M2	R2A
Perry Zoning	C3	OC	R3
Zoning Types	GU	PUD	RAQ
LC	IN	R1	RMH



1 inch = 300 feet



City of Perry Zoning Review

Case: R-17-09





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Department of Community Development

Public Hearing
May 01, 2018
Tuesday @ 6:00 PM

April 11, 2018

The Honorable James E. Faircloth, Jr.
Perry City Council
Post Office Box 2030
Perry, Georgia 31069

Re: Rezoning Application #R-18-02
1201 Ball Street; Tax Map No. 0P0060 049000
1203 Ball Street; Tax Map No. 0P0060 050000
1205 Ball Street; Tax Map No. 0P0060 051000
1207 Ball Street; Tax Map No. 0P0060 052000
1209 Ball Street; Tax Map No. 0P0060 044000
805 Carey Street; Tax Map No. 0P0060 041000
807 Carey Street; Tax Map No. 0P0060 042000

Dear Mayor and Council:

On April 09, 2018 the Perry Planning Commission reviewed the above referenced rezoning petition as submitted by the City of Perry.

The request was for the rezoning of the above noted properties from C-3, Central Business District to NMU, Neighborhood Mixed Use (Downtown Development Overlay District to remain in place).

The Perry Planning Commission recommended approval of the application as submitted.

Sincerely,

Eric Z. Edwards, Chairman
Perry Planning Commission

EZE/cs



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STAFF REPORT

April 3, 2018

From the Community Development Department

CASE NUMBER: R-18-02

APPLICANT: The City of Perry

REQUEST: Rezone properties from C-3 to NMU (Downtown Development Overlay District to remain in place)

LOCATION: 1201 Ball Street; Tax Map No. 0P0060 049000
1203 Ball Street; Tax Map No. 0P0060 050000
1205 Ball Street; Tax Map No. 0P0060 051000
1207 Ball Street; Tax Map No. 0P0060 052000
1209 Ball Street; Tax Map No. 0P0060 044000
805 Carey Street; Tax Map No. 0P0060 041000
807 Carey Street; Tax Map No. 0P0060 042000

ADJACENT ZONING/LANDUSES:

Subject Parcels: C-3, Central Business District with Downtown Development Overlay District; Single-family detached residential and office uses

North: C-2, General Commercial District; Retail shopping center

South: C-3, Retail shopping center

East: C-3 and GU, Government Use; City of Perry uses

West: FBR, Form Based Residential; single-family residential uses

STAFF RECOMMENDATION: Based on evaluation of the standards below, the City Staff concludes that the NMU, Neighborhood Mixed Use zoning district is appropriate for the subject properties. Therefore, Staff recommends approval of the application.

BACKGROUND INFORMATION: The C-3, Central Business District does not permit single-family detached residential uses. The subject properties include residential and office uses. The area will likely transition to office and retail uses in the future. However, currently four of the seven properties in this proposal are used as single-family residences and would not be allowed to rebuild if damaged or destroyed by more than 50 percent of their value.

This proposal will allow single-family detached residential uses by right, and will continue to allow nonresidential uses similar to those allowed in C-3. The Downtown Development Overlay District will remain in place on the properties.

STANDARDS GOVERNING ZONE CHANGES:

1. *The suitability of the subject property for the zoned purposes.* The properties were developed as single-family detached residences, but are transitioning to lower intensity nonresidential uses. However, several of the properties are still used for residential purposes.

2. *The extent to which the property values of the subject property are diminished by the particular zoning restrictions.* The value of the residential properties is diminished for residential purposes. Loans for residential purposes cannot be obtained because of the prohibition on single-family detached residential use.
3. *The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.* The use of the properties as residential or certain nonresidential uses is appropriate for the area. Prohibition of single-family detached dwellings may force the transition of these properties to nonresidential uses prematurely.
4. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.* Maintaining residential opportunities close to downtown may be more important to the overall health of downtown than prematurely adding nonresidential uses.
5. *Whether the subject property has a reasonable economic use as currently zoned.* The existence of residential uses in the area indicates that there is not an economic need for more nonresidential uses currently. Therefore, residential uses should be allowed to continue until market forces indicate otherwise.
6. *The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.* The subject properties are not vacant. They were developed as single family dwellings and some have transitioned to office uses.
7. *Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.* The Neighborhood Mixed Use District, is a form based district which allows single family detached residential uses and a slightly broader list of nonresidential uses than the current C-3 district.
8. *Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.* The proposed zoning should not adversely impact adjacent properties.
9. *Whether the zoning proposal is in conformity with the policies and intent of the land use plan.* The 2017 Joint Comprehensive Plan Update identifies the subject properties as 'In-Town Corridor' which suggests a development pattern of "Homes, shops, small businesses, and institutions grouped in attractive mixed-use centers."
10. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.* The proposed zoning district allows uses similar to those currently allowed, with the addition of single-family detached dwellings.
11. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.* Four of the seven properties are currently used as single-family detached dwellings, which cannot be rebuilt under the current C-3 zoning if destroyed by more than 50 percent of their value.



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Application # R-18-02

Application for Rezoning

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	The City of Perry	See letters to property owners
*Title	% Bryan Wood, Director of Comm. Dev	for list
*Address	1211 Washington St	
*Phone	478-988-2714	
*Email	bryan.wood@perry-ga.gov	

Property Information

*Street Address or Location	1201-1209 Ball Street; 805-807 Carey Street
*Tax Map #(s)	0P0060 - 049000, - 050000, - 051000, - 052000, - 044000, - 042000, - 041000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request

*Current Zoning District	C-3	*Proposed Zoning District	NMU
*Please describe the existing and proposed use of the property			
No proposed changes			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$123.00 plus \$14.60/acre (maximum \$1,500.00)
 - Planned Development - \$148.00 plus \$14.60/acre (maximum \$2,600.00)
 - Commercial/Industrial - \$225.00 plus \$21.00/acre (maximum \$2,800.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No ___
If yes, please complete and submit the attached Disclosure Form.

Table 6-3.1: Table of Uses

Key: "P" = Permitted Use; "S" = Special Exception Use; "C" = Conditional Use; Blank Cell = Prohibited Use

Use Category	Use Type	Zoning Districts														Form Based Code ²				Additional Regulations					
		Residential							Nonresidential							IMU	MUC	NMU	FBR						
		R-Ag	R1	R2A	R2	R3	RMH	OC	IN	C1	C2	C3	LC	M1	M2						GU				
Residential Uses																									
Household Living	Single Family dwelling, detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	P	P	P	P			
	Single Family dwelling, attached				P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 4-3.1(A)
	Two Family dwelling						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Multi-family dwelling						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Manufactured home	P																							
	Manufactured home park																								
	Manufactured home subdivision																								
Group Living	Manufactured home subdivision																								
	Dwelling in a commercial building								C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 4-3.1(C)
	Family personal care home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Boarding house											P	P ¹												
Accessory Use	Group personal care home				S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
	Residential Business	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 4-4.3(D)
Public and Institutional Uses																									
Community Service	All Uses	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
	Child learning center (19+ persons)	S			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
	Group daycare home (7-18 persons)	S			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
	Preschool	S			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Education	Business school								S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
	College or university								P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	School, public or private	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
	Trade school											P	P	P	P	P	P	P	P	P	P	P	P	P	
Government	Detention facility																								
	Emergency response facility																								
	Maintenance, storage, and distribution facility																								
	Police substation																								
	Post office																								

Use Category	Use Type	Zoning Districts														Form Based Code ²	Additional Regulations											
		Residential					Nonresidential																					
		R-AG	R1	R2A	R2	R3	RMH	OC	IN	C1	C2	C3	LC	M1	M2			GU	IMU	MUC	NMU	FBR						
Health Care	Hospital											P	P	P														
	Medical facility other than hospital											P	P	P														
	Religious institution	S	S	S	S	S	S					P	P	P								P	P	P			S	
	Congregate personal care home											P	P	P									P	P				
	Alternative/post incarceration facility											S																
	Rehabilitation facility											P	P	P									P	P				
Parks and open space	All other uses											P	P	P														
	Cemetery, columbarium, mausoleum	S										P	P	P								P	P					Sec. 4-3.2(A)
	Community Garden	P	C	C	C	C	C	C	C			P	P	P	S	P	P					P	P	P	P	P	P	
	Golf course	S	S	S	S	S	S	S	S																			
Transportation Terminals	Park	P	P	P	P	P	P	P	P			P	P	P	P	P												
	Airport/heliport/landing strip																											
	All other uses											P																
Utilities	Communication tower, freestanding	S										P	P	P	S													Sec. 4-3.2(B)
	Communication tower on existing structure																											
	Utility, major	S	S	S	S	S	S	S	S																			Sec. 4-3.2(B)
Commercial Uses	Utility, minor	S	S	S	S	S	S	S	S																			
	Drive-in restaurant																											
	Restaurant with drive-through window																											
	Restaurant with indoor and outdoor seating and/or food service areas																											
Offices	Restaurant with indoor seating only																											
	Restaurant with no seating																											
Outdoor Entertainment	All uses																											
	All uses																											
Parking, commercial	Parking lot																											
	Parking structure																											

Use Category	Use Type	Zoning Districts																Additional Regulations						
		Residential						Nonresidential											Form Based Code ²					
		R-Ag	R1	R2A	R2	R3	RM	H	OC	IN	C1	C2	C3	LC	M1	M2	GU	IMU	MU	C	NC	UM	FBR	
Retail Sales and Services	Automobile parts store										P	P							P	P	P			
	Bank, financial institution, ATM										P	P	P	C	P				P	P	P			
	Bar, nightclub										C	C	C	C					C	C	C			
	Barber shop, beauty shop										P	P	P	P					P	P	P			
	Brewpub										C	C	C						C	C	C			
	Casino or gambling establishment										C													Sec. 4-3.3(C)
	Civic club											P	P						P	P				
	Convenience store										P	P							P	P	S			Sec. 4-3.3(A)
	Convention and exhibition facility										P							P	P					
	Event venue	S									C	C	C						C	C	C			
	Farmers' market	C									P	P	P	C					P	P	S			
	Flea market										P					P								
	Fortune telling										P													
	Funeral home, mortuary									P	P	P							P	P	P			
	Grocery store										P	P		C					P	P	P			
	Health club, spa									P	P	P	P	C					P	P	P			
	Indoor entertainment facility, general										P	P	C						P	P	P			
	Kennel or veterinary clinic, indoor and outdoor										P	P						P	P	P				
Kennel or veterinary clinic, indoor only										P	P							P	P	P				
Landscape nursery										P					P									
Liquor store										P	P ¹							P						
Photography, art, dance studio or gallery											P	P	C					P	P	P	S			
Personal services, all other										P	P ¹	P	C					P ³	P ³	P ³				
Prefabricated building display and sales										P					P			P	S					
Retail sales and services, all other										P	P ¹	P	C	P	P			P ³	P ³	P ³				
Retail tenant exceeding 35,000 square feet										P	S							P	P				Sec. 6-6.2	
Sexually oriented business										P					P	P							Sec. 4-3.3(E)	
Shopping center exceeding 50,000 square feet										P	P							P	P				Sec. 6-6.2	

Use Category	Use Type	Zoning Districts												Additional Regulations									
		Residential						Nonresidential							Form Based Code ²								
		R-AG	R1	R2A	R2	R3	RMH	OC	IN	C1	C2	C3	LC		M1	M2	GU	IMU	MUC	NMU	FBR		
Self-service storage Vehicle sales and services	All Uses								P								P	P					Sec. 4-3.3(F)
	Automobile rental								P	P ¹							P	P	S				Sec. 4-3.3(F)
	Automobile sales								P	P ¹							P	P	S				Sec. 4-3.3(A) & F)
	Automobile repair								P	S ¹							P	S					Sec. 4-3.3(A) & F)
	Automobile service								P	P ¹							P	P	S				
	Automobile wash and detailing								P	P ¹							P	S					
	Boat and recreational vehicle rental and sales								P								P	S					
	Taxicab service								P								P	S					
Visitor Accommodations	Tire sales and installation								P	P ¹							P	P	P				
	Towing service								P								P						
	Truck and trailer rental and sales								P								P	S					
	Bed and breakfast inn	S	S	S	S	S	S	C	C								S	S	S	S			Sec. 4-3.3(B)
	Campground								P								P						
	Hotel or motel								P	P	P						P	P	S				
	Recreational vehicle park								P								P						

Service and Industrial Uses		Zoning Districts												Additional Regulations									
Use Category	Use Type	Residential						Nonresidential							Form Based Code ²								
		R-AG	R1	R2A	R2	R3	RMH	OC	IN	C1	C2	C3	LC		M1	M2	GU	IMU	MUC	NMU	FBR		
Agricultural Operations	Farm winery								S	S ¹													
	Riding stable/academy								P	P ¹													Sec. 4-3.4(A)
	All other uses								P	S	S ¹												Sec. 4-3.4(A)
Industrial services	Contractor's office with on-site storage/fabrication																						
	All other uses								C	C													
	Artisan production establishment								C	C													
Manufacturing and production	Heavy manufacturing																						
	Light manufacturing, general																						
	All uses																						
Mining operations	All uses																						
	Research and development								C	C	C	C											

Use Category	Use Type	Zoning Districts																		Additional Regulations			
		Residential						Nonresidential										Form Based Code ²					
		R-Ag	R1	R2A	R2	R3	RMH	OC	IN	CI	C2	C3	LC	M1	M2	GU	IMU	MUC	NMU		FBR		
Warehouse and freight movement	Outdoor storage lot								C									P	S			Sec. 6-3-7(A)	
	Truck or freight terminal								P									P					
Waste services	Warehouse																						
	Junk yard																						
Wholesale sales	Recycling drop-off center																						
	Waste disposal or treatment operation																						
Wholesale sales	Contractor's materials																						
	Wholesale establishment																						

¹ - These uses are not permitted in the Downtown Development Overlay District. For "Personal services, all other" and "Retail sales and services, all other", the limitation applies only to massage parlors that are not part of a "health club/spa" or "medical facility other than hospital" and tattoo establishments.

² - Uses in the Form Based Code districts are subject to standards of the Form Based Code in Appendix A of this chapter.

³ - Massage parlors that are not part of a "health club/spa" or "medical facility other than hospital" and tattoo establishments are not permitted.



Overview



Legend

 Parcels

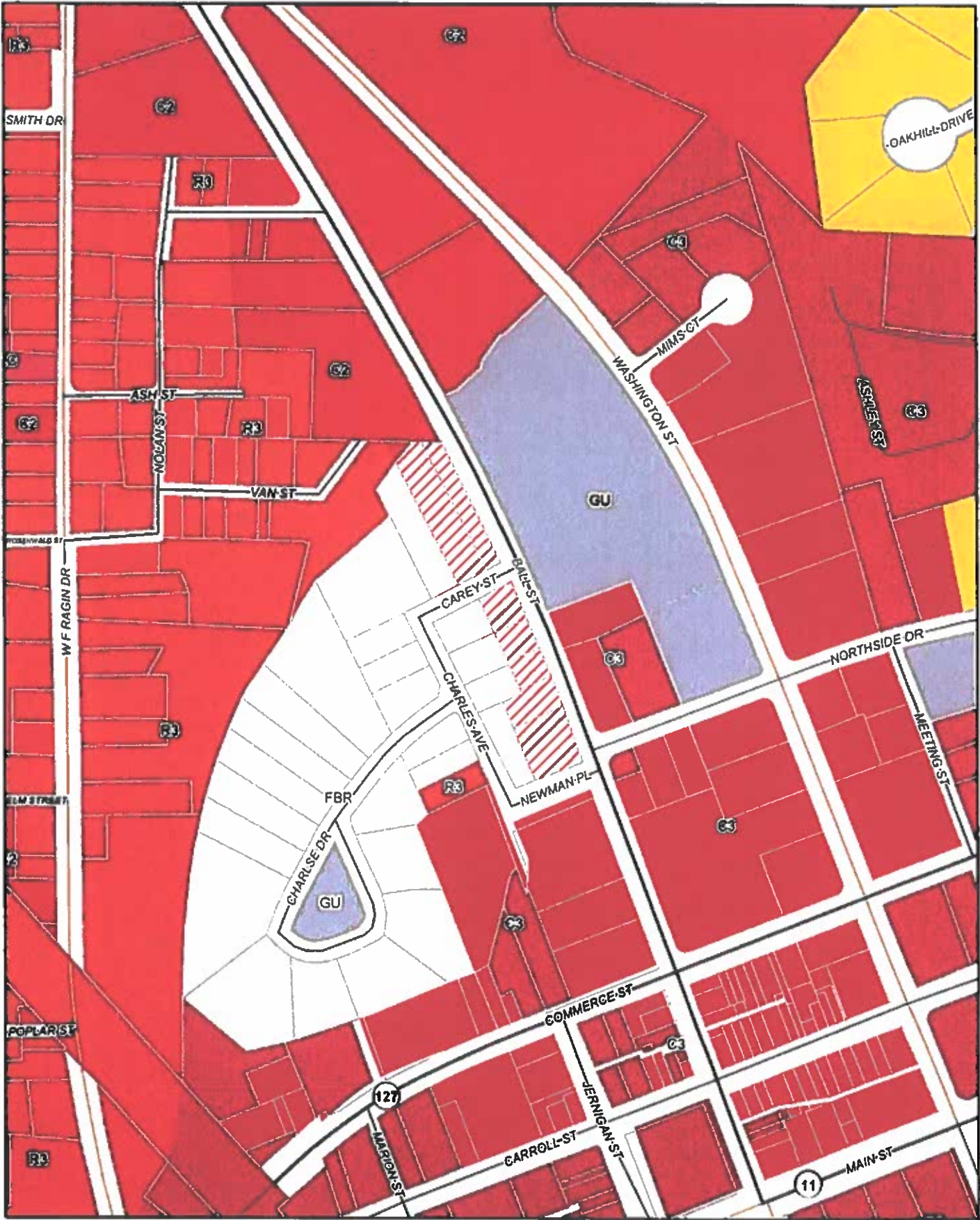
Date created: 3/12/2018
Last Data Uploaded: 3/9/2018 9:11 28 PM



Developed by
The Schneider Corporation



Proposed change from C-3 to NMU



Legend

Parcels	C2	M2	R2A
Perry Zoning	C3	OC	R3
Zoning Types	GU	PUD	RAG
LC	IN	R1	RMH
C1	M1	R2	

0 75 150 300 450 600 Feet

1 inch = 300 feet



City of Perry Zoning Review
Case: R-18-02





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Department of Community Development

Public Hearing
May 01, 2018
Tuesday @ 6:00 PM

April 11, 2018

The Honorable James E. Faircloth, Jr.
Perry City Council
Post Office Box 2030
Perry, Georgia 31069

Re: Rezoning Application #R-18-03
1207 Ball Street, Perry
Tax Map 0P0060 05200

Dear Mayor and Council:

On April 09, 2018 the Perry Planning Commission reviewed the above referenced rezoning petition as submitted by Mrs. Mary Murphy.

The request was for the rezoning of the above noted property from C-3, Central Business District to FBR, Form Based Residential (Downtown Development Overlay District to remain in place).

The Perry Planning Commission recommended approval of the application as submitted.

Sincerely,

Eric Z. Edwards, Chairman
Perry Planning Commission

EZE/cs



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STAFF REPORT

April 3, 2018

From the Community Development Department

CASE NUMBER: R-18-03
APPLICANT: Mary B. Murphy
REQUEST: Rezone from C-3 to FBR (Downtown Development Overlay District to remain in place)
LOCATION: 1207 Ball Street; Tax Map No. 0P0060 052000

ADJACENT ZONING/LANDUSES:

Subject Parcels: C-3, Central Business District with Downtown Development Overlay District; Single-family detached residential
North: C-3; Single-family detached residential
South: C-3, Office
East: C-3 and GU, Government Use; City of Perry uses
West: FBR, Form Based Residential; single-family residential uses

STAFF RECOMMENDATION: Based on evaluation of the standards below, the City Staff concludes that the FBR, Form Based Residential zoning district is appropriate for the subject properties. Therefore, Staff recommends approval of the application.

BACKGROUND INFORMATION: The C-3, Central Business District does not permit single-family detached residential uses. The subject property has been used as a single-family detached dwelling. The owner has a contract to sale the property as residential. The prospective purchaser's lender will not provide a loan because single-family residential use would not be allowed to rebuild if damaged or destroyed by more than 50 percent of its value.

The City advised the applicant to file this request, which would be an extension of the adjacent FBR district, in the event the City's application to rezone the subject property and others adjacent to NMU, Neighborhood Mixed-Use district (R-18-02). This application will be mute if application R-18-02 is approved.

This proposal will allow single-family detached residential uses by right. The Downtown Development Overlay District will remain in place on the property.

STANDARDS GOVERNING ZONE CHANGES:

1. *The suitability of the subject property for the zoned purposes.* The property was developed as a single-family detached residence. However, the current zoning designation of C-3 does not allow the use to continue if damaged or destroyed by more than 50 percent of its value.
2. *The extent to which the property values of the subject property are diminished by the particular zoning restrictions.* The value of the property as a residence is diminished if the current structure is destroyed. The real estate market would determine the value of the property as nonresidential.

3. *The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.* The use of the property as residential use is appropriate for the area. Prohibition of single-family detached dwellings may force a premature transition of the property to nonresidential uses prematurely.
4. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.* Maintaining residential opportunities close to downtown may be more important to the overall health of downtown than prematurely adding nonresidential uses.
5. *Whether the subject property has a reasonable economic use as currently zoned.* The existence of residential uses in the area indicates that there is not an economic need for more nonresidential uses currently. Therefore, residential uses should be allowed to continue until market forces indicate otherwise.
6. *The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.* The subject property was developed as single family dwelling and is intended to remain as that use.
7. *Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.* The Form Based Residential District, is a form based district which allows single family detached residential uses.
8. *Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.* The proposed zoning should not adversely impact adjacent properties.
9. *Whether the zoning proposal is in conformity with the policies and intent of the land use plan.* The 2017 Joint Comprehensive Plan Update identifies the subject properties as 'In-Town Corridor' which suggests a development pattern of "Homes, shops, small businesses, and institutions grouped in attractive mixed-use centers."
10. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.* The proposed zoning district is less dense and more restrictive than the existing C-3. Therefore impacts will be less than current allowances.
11. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.* The property is currently used as single-family detached dwellings, which cannot be rebuilt under the current C-3 zoning if destroyed by more than 50 percent of their value.



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Application # R-18-03

Application for Rezoning

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Mary B. Murphy	Mary B. Murphy
*Title		
*Address	1112 Pinedales Dr, Perry Ga 31069	
*Phone	478-987-8547	
*Email	murphyaryb@yahoo.com	

Property Information

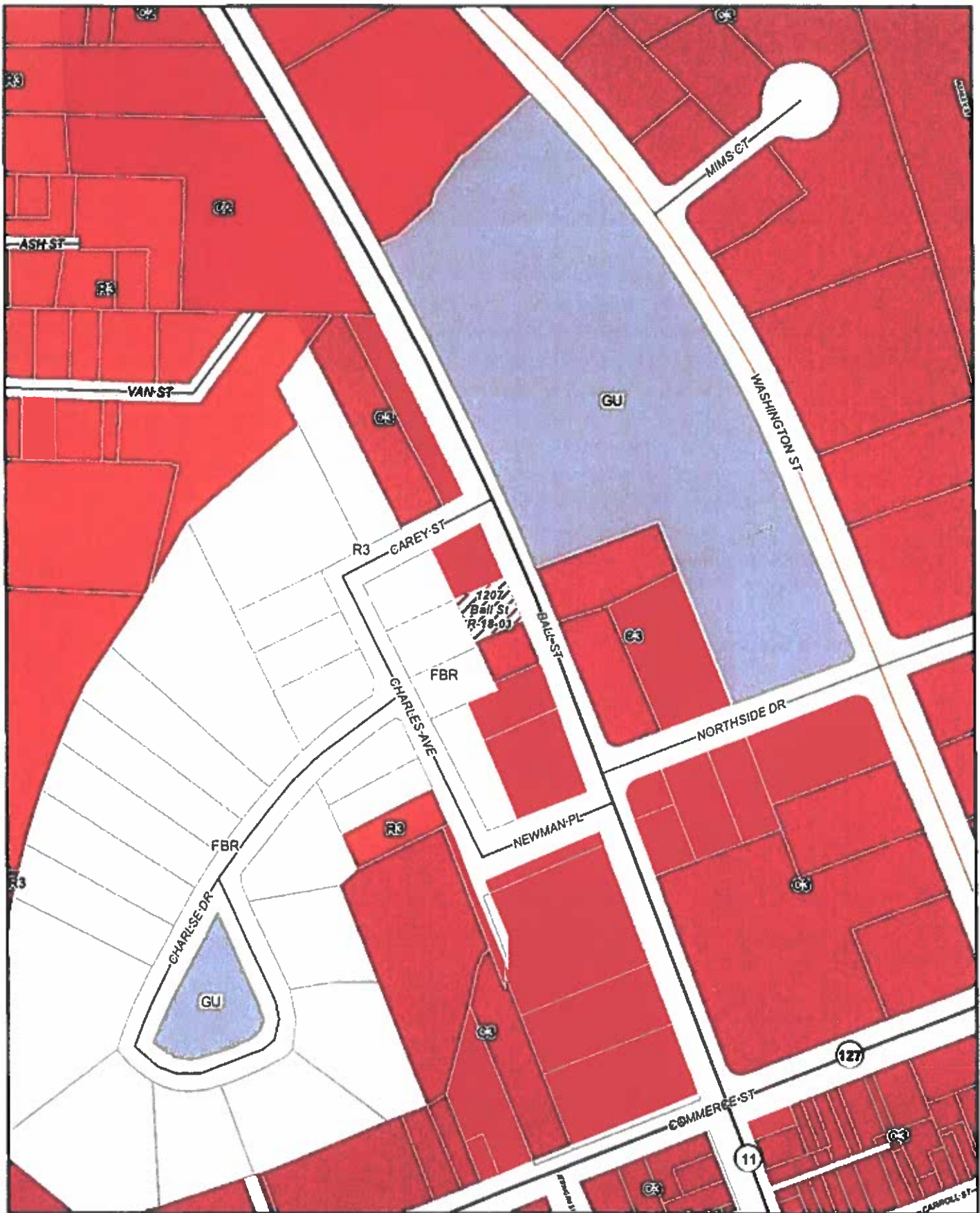
*Street Address or Location	1207 Ball St, Perry Ga 31069
*Tax Map #(s)	PL-52
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request

*Current Zoning District	C-3	*Proposed Zoning District	FBR
*Please describe the existing and proposed use of the property			
Residential Only			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$123.00 plus \$14.60/acre (maximum \$1,500.00)
 - Planned Development - \$148.00 plus \$14.60/acre (maximum \$2,600.00)
 - Commercial/Industrial - \$225.00 plus \$21.00/acre (maximum \$2,800.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No X
If yes, please complete and submit the attached Disclosure Form.



Legend

Parcel	C2	M2	R2A
Perry Zoning	C3	OC	R3
Zoning Types	GU	PUD	RAG
LC	PV	R1	RMH
C1	M1	R2	

0 50 100 200 300 400 Feet

1 inch = 200 feet



City of Perry Zoning Review

Case: R-18-03



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Department of Community Development

**Public Hearing
May 01, 2018
Tuesday @ 6:00 PM**

April 11, 2018

The Honorable James E. Faircloth, Jr.
Perry City Council
Post Office Box 2030
Perry, Georgia 31069

Re: Rezoning Application #R-18-04
517 Martin Luther King, Jr., Drive, Perry
Tax Map 0P0210 05500 (3.7 acre portion)

Dear Mayor and Council:

On April 09, 2018 the Perry Planning Commission reviewed the above referenced rezoning petition as submitted by Prestwick Development Company.

The request was for the rezoning of 3.7 acres located at 517 Martin Luther King, Jr. Drive, Perry from R-3, Multi-Family Residential to P.U.D, Planned Unit Development.

The Perry Planning Commission recommended approval of the application as submitted with the following conditions:

1. The PUD zoning shall become effective only if the proposed project receives LIHTC funding in 2018 (*staff and city attorney to review wording*);
2. The PUD zoning shall apply only to the 3.7 acre portion of the subject parcel as indicated on the preliminary site plan prepared by GLA, dated 3/19/18;
3. The applicant shall subdivide the 3.7 acres from the remainder of the subject parcel;
4. The site shall be developed substantially in compliance with the preliminary site plan prepared by GLA, dated 3/19/18;
5. The building shall not exceed three stories in height;
6. The number of parking spaces provided on site shall not exceed 65;
7. The applicant shall provide a landscape buffer between the development and abutting single-family dwellings using Screening Option 3 (Planted Buffer) from Section 6-3.5(D) of the Land Management Ordinance;
8. Exterior lighting shall use only full cut-off LED fixtures mounted no more than 20 feet above ground level;



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Department of Community Development

9. The applicant shall install an ADA-compliant sidewalk within the rights-of-way of Starbuck Drive/Jeanne Street to connect the site with the existing sidewalk along Martin Luther King Jr. Drive, subject to verification by Perry Public Works/Community Development of adequate existing right-of-way; and
10. The specific conditions listed above are in addition to compliance with all other applicable development standards.

Sincerely,

Eric Edwards, Chairman
Perry Planning Commission

EZE/cs



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STAFF REPORT

April 4, 2018

CASE NUMBER: R-18-04
APPLICANT: Prestwick Development Company
REQUEST: Rezone from R-3 to PUD
LOCATION: 517 Martin Luther King Jr. Drive; Tax Map No. 0P0210 055000
(Only a 3.7 acre portion of the property which fronts Starbuck Drive is included in this request.)

ADJACENT ZONING/LANDUSES:

Subject Parcel: R-2, Two-Family Residential District; Religious institution
North: R-2; Single-family dwellings
South: R-2; Single-family dwellings
East: R-2; Single-family dwellings
West: R-2; Single-family dwellings

STAFF RECOMMENDATION: Based on evaluation of the standards below, the City Staff concludes that the PUD, Planned Unit Development zoning district is appropriate for the subject property, provided conditions necessary to protect the character of the surrounding residential community are included. Therefore, Staff recommends approval of the application with the following conditions:

1. The PUD zoning shall become effective only if the proposed project receives LIHTC funding in 2018;
2. The PUD zoning shall apply only to the 3.7 acre portion of the subject parcel as indicated on the preliminary site plan prepared by GLA, dated 3/19/18;
3. The applicant shall subdivide the 3.7 acres from the remainder of the subject parcel;
4. The site shall be developed substantially in compliance with the preliminary site plan prepared by GLA, dated 3/19/18;
5. The building shall not exceed three stories in height;
6. The number of parking spaces provided on site shall not exceed 65;
7. The applicant shall provide a landscape buffer between the development and abutting single-family dwellings using Screening Option 3 (Planted Buffer) from Section 6-3.5(D) of the Land Management Ordinance;
8. Exterior lighting shall use only full cut-off LED fixtures mounted no more than 20 feet above ground level;
9. The applicant shall install an ADA-compliant sidewalk within the rights-of-way of Starbuck Drive/Jeanne Street to connect the site with the existing sidewalk along Martin Luther King Jr. Drive, subject to verification by Perry Public Works/Community Development of adequate existing right-of-way; and
10. The specific conditions listed above are in addition to compliance with all other applicable development standards.

BACKGROUND INFORMATION: Prestwick Development Company proposes the PUD, Planned Unit Development zoning designation to facilitate the development of a 70-unit senior living facility on the subject property. The project will be limited to low-income, 55+ aged residents. Prestwick intends to apply for Low-Income Housing Tax Credits with the Georgia Department of Community Affairs. Prestwick's pre-application

calls for a long-term (65-year) ground lease of the property. Based on the preliminary site plan submitted with the application:

1. Maximum unit count is 70, including 50 one-bedroom units and 25 two-bedroom units;
2. Building height is three stories;
3. Minimum building setback is 25 feet all property lines;
4. 65 parking spaces are provided;
5. A single vehicular access is provided on Starbuck Drive;
6. Site amenities include a gazebo and community garden.

STANDARDS GOVERNING ZONE CHANGES:

1. *The suitability of the subject property for the zoned purposes.* The R-2 district allows single-family and two-family residential development, including townhouses. The maximum number of townhouse units allowed on 3.7 acres is 40.
2. *The extent to which the property values of the subject property are diminished by the particular zoning restrictions.* The value of the property does not appear to be diminished by the current R-2 zoning classification.
3. *The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.* There is no destruction of property value of the subject property.
4. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.* There does not appear to be a hardship imposed on the individual property owner.
5. *Whether the subject property has a reasonable economic use as currently zoned.* The current R-2 zoning allows up to 40 townhouse units on 3.7 acres.
6. *The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.* The subject portion of property remained undeveloped since the development of the surrounding residential subdivision.
7. *Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.* The proposed PUD zoning will allow 70 dwelling units with the ability to impose additional standards to ensure compatibility with surrounding properties.
8. *Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.* A landscape buffer will be required between the development and adjacent single-family dwellings. Traffic for senior living facilities is typically less than that of facilities for the general population. Low income seniors either do not own vehicles and/or make fewer trips than the general population.
9. *Whether the zoning proposal is in conformity with the policies and intent of the land use plan.* The 2017 Joint Comprehensive Plan Update identifies the subject properties as 'Traditional Neighborhood' which suggests a development pattern of "Well-designed development that blends into existing neighborhoods." The property is located in the Sand Hill community which has been the target of public funds to improve housing conditions and to stabilize the neighborhood.
10. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.* As a senior living facility, the development should not have negative impact upon streets, transportation facilities or schools.
11. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.* Meeting the growing demand for affordable senior housing units is an issue in communities across the country, including Perry.



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Application # R-18-04

Application for Rezoning
 Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Prestwick Development Company	Faith Bible Fellowship, Inc.
*Title	%Edrick Harris, VP - Development	%Willie King
*Address	3715 Northside Parkway, Atlanta, GA 30327	605 Marsha Drive, Perry, GA 31069
*Phone	678.705.0738	478.987.6790
*Email	edrick@prestwickcompanies.com	revking@comsouth.net

Property Information

*Street Address or Location	517 Martin Luther King Drive
*Tax Map #(s)	0P0210 055000
*Legal Description	<p>A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;</p> <p>B. Provide a survey plat of the property and/or a proposed site plan;</p> <p>C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.</p>

Request

*Current Zoning District	R2	*Proposed Zoning District	PVD
*Please describe the existing and proposed use of the property. A portion of the site is currently utilized as a church. The remaining portion of the site is vacant and is the area designated as the location for a 75 unit senior (55 and older) independent living facility.			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$123.00 plus \$14.60/acre (maximum \$1,500.00)
 - Planned Development - \$148.00 plus \$14.60/acre (maximum \$2,600.00)
 - Commercial/Industrial - \$225.00 plus \$21.00/acre (maximum \$2,800.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No X
 If yes, please complete and submit the attached Disclosure Form.

9. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

10. Signatures:

*Applicant 	*Date 3/16/18
*Property Owner/Authorized Agent 	*Date

Standards for Granting a Rezoning

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe the existing land uses and zoning classifications of surrounding properties.
3. Describe the suitability of the subject property for use as currently zoned.
4. Describe the extent to which the value of the subject property is diminished by the current zoning designation.
5. Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.
6. Describe the relative gain to the public compared to any hardship imposed on the property owner.
7. Describe how the subject property has no reasonable economic use as currently zoned.
8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?
9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 1/10/2018

For Office Use

Date received 3/15/18	Fee paid \$706.40	Date deemed complete 3/20/18	Public Notice Sign by 3/23/18	Legal Ad send 4/4 to run 4/11/18	
Notice to Applicant 4/4/18	Routed to PC 4/4/18	Date of PC 4/9/18	Date of Public Hearing 5/1/18	Date of Council action 5/15/18	Notice of action

STANDARDS FOR GRANTING A REZONING

517 Martin Luther King, Jr. Drive, Perry, GA 31069

1. **Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?**

To our knowledge there are no covenants that would preclude the proposed use. The current zoning does not allow for the density required for a senior facility on the site.

2. **Describe the existing land uses and zoning classifications of surrounding properties.**

The predominant land uses surrounding the site is single family. The adjacent land use to the senior facility would be institutional (Faith Bible Fellowship Church). Across the street there are areas of public green space.

3. **Describe the suitability of the subject property for use as currently zoned.**

The current zoning would be an under-utilization of the property. The site is one of the only large undeveloped tracts within the subject area.

4. **Describe the extent to which the value of the subject property is diminished by the current zoning designation.**

Based on the Highest and Best use of the property, the site would have a higher value under the PUD district. The senior facility is market supportable, financially feasible, physically possible, maximally productive and would be legally permissible with the rezoning approval. The senior development would have a development cost of over \$10M versus the value of 4-5 single family homes.

5. **Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.**

In comparison, the current zoning and the future zoning have the same effect on the safety and morals. The new zoning with the senior facility would promote health and increase the general welfare to a greater extent. The new facility would have an onsite medical office and provide new safe and affordable housing to seniors in the area.

6. **Describe the relative gain to the public compared to any hardship imposed on the property owner.**

As described in item 5, there are definite benefits to the new facility with the medical care and revitalization of the area.

7. Describe how the subject property has no reasonable economic use as currently zoned.

As zoned and platted, the site would yield one (1) single family home versus providing housing for approximately 75 seniors.

8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?

Based on the records that we found, it has been vacant at least 25 years and possible since 1948 based on the Rainbow Heights revised Plat.

9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of the surrounding properties.

The senior use is compatible with the adjacent institutional land use of the church. The senior facility is still a residential use. The use would have a higher density than the neighborhood that is behind the site.

10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.

The site is at the front of the adjoining neighborhood. The development will create a new entry into the Rainbow Heights neighborhood. They typical concern with new developments is traffic. This impact will be negated by the fact that we are targeting seniors. Most of our population will be retired and based on the trends seen at our other developments, they do not have cars.

11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.

The comprehensive plan call for residential and the plan is supported by the redevelopment plan for the area that supports affordable housing and senior housing.

12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.

The development will assist in making some improvements in the area. Also, the population and units are not spread across a mass area.

13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

The nations and local aging populations are currently rent burdened. This development will help a small percentage of that population.



GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. SEE ALL SHEETS FOR COMPLETE INFORMATION.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PERRY ZONING ORDINANCE.

DATE: 02/15/2018

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	02/15/2018

PROJECT: STARBUCKS

PREPARED BY:
 PRESTON COMPANIES
 1015 HIGHWAY 101
 SUITE 100
 PERRY, MO 64576

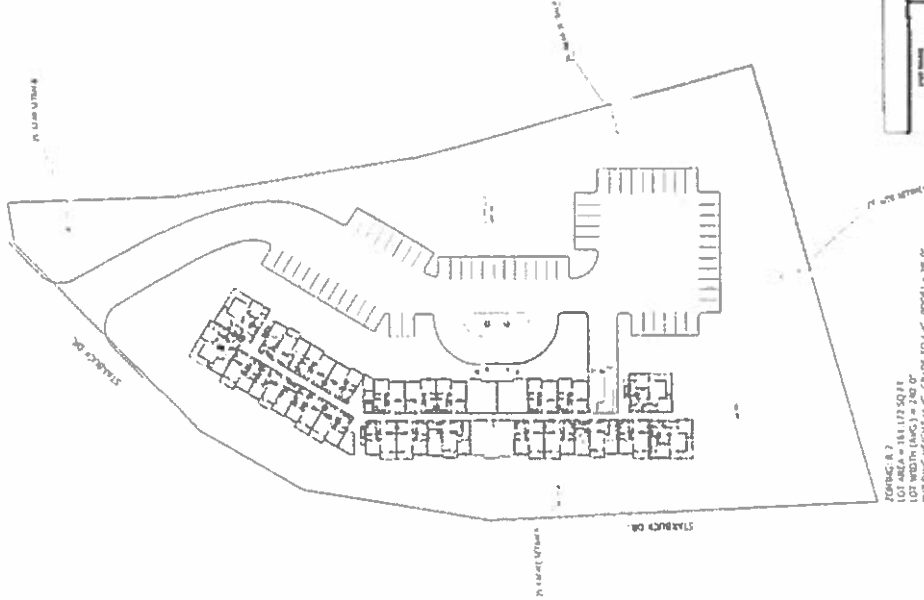
CHECKED BY:
 HORIZON AT PERRY

DATE: 02/15/2018

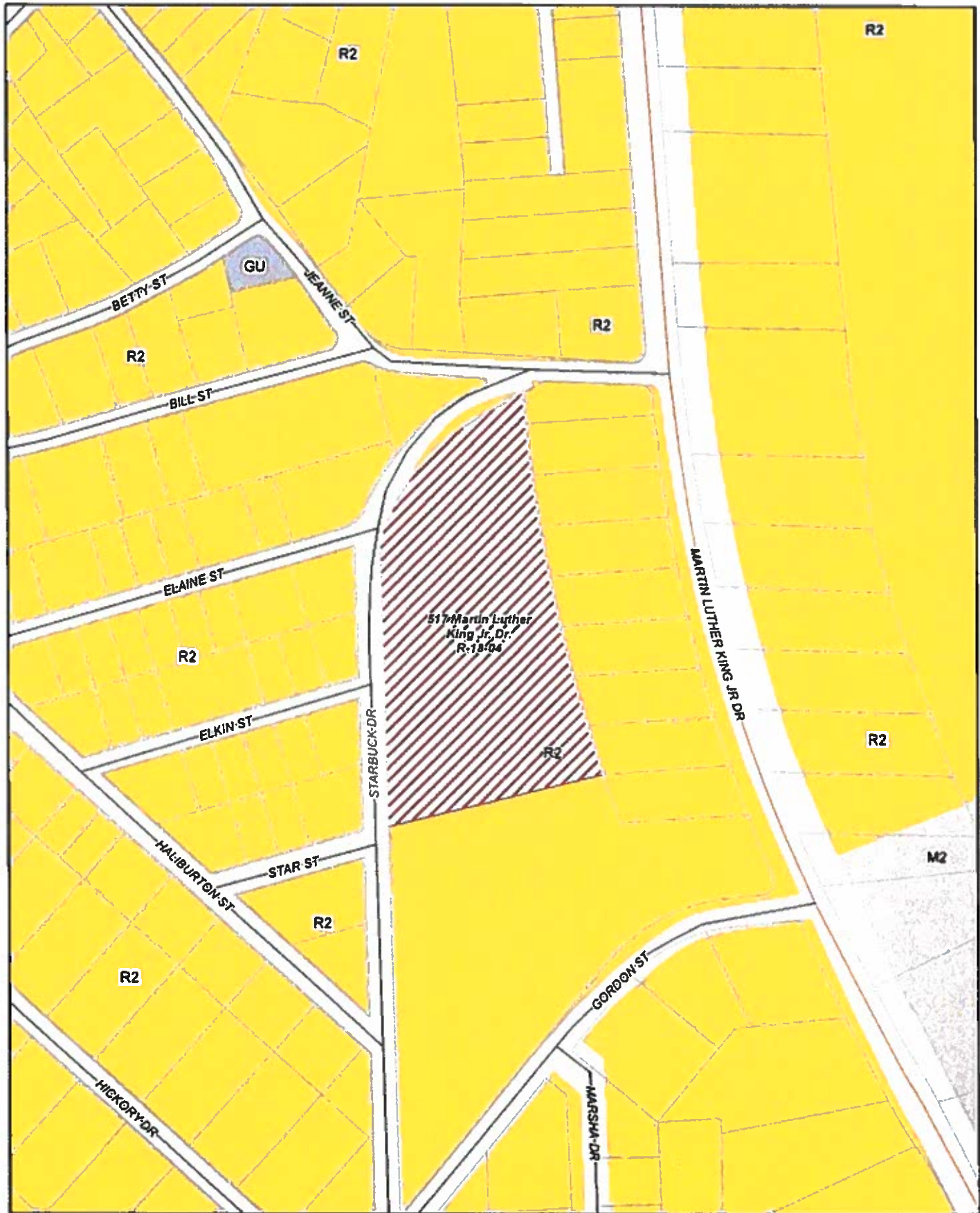
Starbucks at Perry (add) 2018

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	02/15/2018

RECEIVED
 MAR 20 2018
 CITY OF PERRY

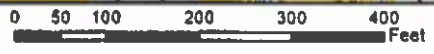


ZONING: R-7
 LOT AREA: 111,173 SQ FT
 LOT COVERAGE: 15.1%
 BUILDING HEIGHT: 16 FT (BASE TO 4th FLOOR) + 39 FT



Legend

	Municipal Boundaries		C1		M1		R2
	Parcels		C2		M2		R2A
	Perry Zoning		C3		OC		R3
	Zoning Types		GU		PUD		RAG
			IN		R1		RMH
			LC				



1 inch = 200 feet



City of Perry Zoning Review

Case: R-18-04



Robert G. Perry, Mayor

MINUTES
WORK SESSION MEETING
OF THE PERRY CITY COUNCIL
April 16, 2018
5:04 P.M.

1. Call to Order: Mayor James E. Faircloth, Jr., Presiding Officer, called to order the work session meeting held April 16, 2018 at 5:04 p.m.

2. Roll:

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

Elected Officials Absent: None

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, Assistant City Attorney Matthew Hulbert and Recording Clerk Janet Duffin.

Staff Absent: None

City Departmental Staffing: Chief Steve Lynn – Police Department, Bryan Wood – Director of Community Development, Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Ellen Palmer – Digital Communications Manager, Kevin Dye – Director of Leisure Services.

City Departmental Staff Absent: None

Guest(s)/Speaker(s): Edrick Harris, Ellie Loudermilk and Pastor Jamie Powell

Media: James Simpson - The Houston Home Journal

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

* Council Member Willie King excused himself from the meeting at 5:06 p.m.

3a. Community Development Department:

1. Proposed project on Starbuck Drive: Mr. Edrick Harris of Prestwick Development Company presented a proposed development project targeted toward seniors 55 and older on Starbuck Drive. Mr. Harris advised that May 24th is the application deadline and had a Q & A session with Mayor and Council.

* Council Member Willie King returned to the meeting at 5:20 p.m.

3b. First Baptist Church:

1. Pastor Jamie Powell advised Mayor and Council of traffic safety concerns where children from the church currently use greenspace for recreation purposes. Pastor Powell asked for help in resolving this issue by suggesting that "Children at Play" signage and cross-walks be placed near these areas. Mayor Faircloth asked Mr. Wood to put together a large map so Council could look at options. Council agreed re-visit at tomorrow's pre-council meeting.

3c. Administration:

1. Naming of Facilities: Mr. Gilmour recommended Council officially name facilities after the streets where they are located. Council agreed to proceed.
2. Recommend re-bidding Legacy Park, Crossroads Park and Heritage Park: Mr. Gilmour recommended that based on the unclear responses of the sole bidder for the Crossroads and Legacy Parks improvement projects, that Council cancel the current bid and re-bid to include with Heritage Park Phase I improvements. Administration feels this should generate more interest and a better response. It was the consensus of the Council to proceed.
3. Follow up to annual leave education reimbursement and performance management systems: Mr. Gilmour advised that sixteen cities were contacted to gather information about what they allow in regards to annual leave. Administration recommended authorizing employees to use their annual leave to pay for initial up-front higher education costs. Council agreed to place on the agenda to vote on at the next Council meeting.
4. Follow-up on Sinclair Station stabilization problems: Mr. Gilmour reviewed the two bid responses from McWright, LLC and Ogles Construction, Inc. Ms. Ellie Loudermilk addressed council with concerns from the Historical Society relative to preserving this building. Ms. Loudermilk requested an additional 90 days to raise funds. Mr. Gilmour advised Ms. Loudermilk the City would require the Historical Society to contribute at least one-half of \$118,575.00 which was the lowest bid. Council agreed to grant the 90-day extension to see what dollar amount they could come up with.
5. Proposed meter change out program: Mr. Gilmour spoke in Ms. Kelly's absence and advised Perry's water and gas meters need to be changed out due to their life span. Administration recommended this be done over a five-year period and that bids be sent out for the work to be done by an outside contractor. Council agreed to proceed with the bid process.

3d. Police Department

1. Discussion of Parade/5K Run Application from BAPs: Chief Lynn reviewed the Parade Application for the event on June 3rd at 9:00 a.m. Participants will gather at Rozar Park and walk a 2-1/2 mile route. Two hundred participants are expected to attend. Chief Lynn advised that the Police Department supports this event which is being held for the purpose of nature conservancy. Council concurred.

4. Council Member Items:

Mayor Pro-Tempore Walker recommended finding a way to set up employee clubs to perpetuate what facilities can be used and how we would allow them to be used. Council agreed to think about it and report back at the next work session.

Council Member Riley Hunt advised a garbage truck had turned over his trash can today and garbage was strewn all over the roadway. He further advised his wife had cleaned it up, but still wanted to voice his complaint.

Council Members Jackson, Jones, Bynum-Grace and King had no reports.

Mr. Gilmour advised he would be notifying everyone of a suggested schedule for the department budget hearings, similar to how they were done last year for the recommended FY 2019 budget. Council agreed to move forward.

Mr. Smith advised that Spring Clean-Up week was a success with 51 tons of bulk waste collected, 553 cans of paint and 227 tires. Mr. Smith thanked Mayor and Council for their support.

Assistant City Attorney Hulbert advised that the City closed on the purchase of the Greater Union Baptist Church property last week.

5. Department Head Items:

Mr. Wood advised the Spring Neighborhood Clean-up will be held April 21st at 8:30 a.m. at Hafley Park and we are partnering with Habitat for Humanity.

Chief Parker advised the fire department received a check from Centerville in the amount of \$40,000.00 for the purchase of a ladder truck. Chief Parker stated Firehouse Subs is having a regional event to be held on May 9, 2018 at 2:00 p.m. and asked if anyone plans to attend please let him know by April 23rd.

Chief Lynn and Ms. King had no reports.

Ms. Palmer advised G-suites training was being held this week on April 18th and 19th and that transition would be happening this weekend.

Mr. Dye advised there were no issues with the new splashpad and he was very pleased with the progress. An art exhibit will be held on April 30, 2018, invitations to follow.

An Athletics' Appreciation dinner will be held on April 20th from 6:00 p.m. – 8:00 p.m. as a thank you to the volunteers. Mr. Dye stated he hopes to continue having the dinner each year if possible.

Mr. Gilmour advised that an agenda item will be added to tomorrow's Council meeting, stating the City will not be the owner of the property for the Prestwick presentation. Council concurred.

Mayor Faircloth items:

Pre-Council and Council Meetings are April 17, 2018 at 5:00 p.m. and 6:00 p.m.

6. Adjournment: There being no further business to come before Council in the work session held April 16, 2018, Council Member Hunt motioned to adjourn the meeting at 6:25 p.m.; Council Member Jones seconded the motion and it carried unanimously.

MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
April 17, 2018
5:04 P.M.

1. Call to Order: Mayor Pro Tempore Randall Walker, Presiding Officer, called to order the pre council meeting held April 17, 2018 at 5:04 p.m.

2. Roll:

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

Elected Official(s) Absent: Mayor James E. Faircloth, Jr.

City Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney David Walker, Assistant City Attorney Josh Waters 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, Kevin Dye – Director of Leisure Services, Haley Myers – Special Events Coordinator and Chad McMurrian – Lead Engineering Technician.

Guests: Dr. Jamie Powell, and Rhonda Garbisch – First Baptist Church

Media: None

3. Items of Review/Discussion: Mayor Pro Tempore Randall Walker

Mayor Pro Tempore Walker moved item 4 to the top of the agenda.

4a. Discussion of First Baptist Church request relative to streets and crosswalks.

Mr. Wood showed a map indicating the proposed request from First Baptist Church's for placement of additional crosswalks and/or closure of a street. After discussion, it was the consensus of Council to proceed with the authorization of installing a crosswalk at 1st and Main along with proper signage advising the public of pedestrian traffic.

Mayor Pro Tempore Walker returned to the agenda.

3a. Discussion of April 3, 2018 council meeting agenda.

8a.(1) Second Reading of an ordinance to annex Airport Road right-of-way from Peach/Houston county line north to the intersection with Buckeye Road. Mr. Wood reviewed the ordinance noting that Peach County Administrator and the Houston County Board of Commissioners were in agreement with this request. It was further noted the Georgia Department of Transportation already recognizes City ownership.

8a.(2) Second Reading of an ordinance to rezone parcels:

oP38Ao 041000 (owned by City)
000160 037000 (owned by Airport)
000160 039000 “
000150 025000 “
000300 042000 “
000300 005000 “
000300 007000 “
to M-2, Industrial District

Staff and the Perry Planning Commission recommended approval of the application.

8a.(3) Second Reading of an ordinance to annex parcels:

oP38Ao 041000 (owned by City)
000160 037000 (owned by Airport)
000160 039000 “
000150 025000 “
000300 042000 “
000300 005000 “
000300 007000 “
to M-2, Industrial District

Staff and the Perry Planning Commission recommended approval of the application.

8b. Alcohol License Application Second Reading and Adoption

1. **Second Reading:** Application for Alcohol License (Packaged To Go Beer/Wine) for In and Out Food Mart, LLC, d/b/a Perry Travel Stop, 1501 Sam Nunn Boulevard. Manager name is Kim Scarlet. Chief Lynn advised this application is for a convenience store which has been inactive for more than two (2) years and therefore needed approval for the alcohol license. Staff recommended approval.

10a. Matters referred from April 16, 2018 work session and April 17, 2018 pre council meeting.

1. Resolution naming certain City facilities. Mr. Gilmour noted that it would be easier to identify certain facilities if they were named. Administration recommended adoption.
2. Cancel the bid award for Crossroads Park and Legacy Park because of budget problems. Administration recommended canceling the bid award for Crossroads and Legacy Park and combining it with the Heritage Park bid for Phase I.
3. Authorize the use of annual leave for the higher education program subject to contractual requirements. After a brief discussion, Administration recommended the item be tabled until a document draft could be presented to Council.
4. Consider the City purchasing certain property on Starbuck Drive for a proposed housing project. Mr. Gilmour stated this was a follow-up on discussions and research showing that the property must be owned by a housing authority or equivalent. Administration recommended a statement be submitted noting the City is not in a financial position to purchase the property at this time.

10b.(1) Award of bid for a portion of Perry Parkway mowing. Based on conversations with the low bid vendor, Administration recommended awarding the bid for a portion of mowing for Perry Parkway.

10b.(2) Bid No. 2018-34 Rozar Park Picnic Shelter. Mr. Dye provided a review of the shelter destroyed in Rozar Park because of Hurricane Irma. The shelter will be placed closer to the soccer fields per authorization from FEMA. Staff recommended awarding the bid to Colossal Ventures, LLC for \$9,720.00. It will be paid from FEMA and insurance funds.

10b.(3) Bid No. 2018-36 Animal Shelter Parking Lot. Mr. McMurrian stated the low bidder was LaKay Enterprises, Inc. for \$102,880.40 and staff recommended approval. This project will take care of the stormwater issue and the parking lot at the Animal Shelter. It will be paid from SPLOST 12 Construction Fund.

10b.(4) Bid No. 2018-37 East Tolleson Ave. Cul-de-Sac. Mr. McMurrian stated the low bidder for this project was LaKay Enterprises, Inc. for \$41,869.00. Mr. Gilmour advised this was a stormwater project which included street repair because of the non-existent condition of the street. Staff recommended approval.

10b.(5) Bid No. 2018-38 Police Department Lobby Security. Chief Lynn presented a sole bidder for the ongoing security update for Police Department lobby and court room. Staff recommended awarding the bid to Colossal Ventures, LLC for \$55,890.60.

10b.(6) Bid No. 2018-40 Fire Station Parking Lot. Mr. McMurrian presented a bid for paving the lot across from Fire Headquarters and recommended awarding the bid to the low bidder LaKay Enterprises, Inc. for \$146,450.00.

10c Special Events Application(s). Chief Lynn reviewed the application for the Food Truck Friday event scheduled for May 11, 2018 in the downtown district which included street closures. Based on the information provided by Ms. Myers and Chief Lynn it was recommended to approve all the Food Truck Friday events through the end of summer.

5. Council Member Items:

No reports.

City Manager Gilmour, Assistant City Manager Smith, City Attorney Walker and Assistant City Attorney Waters had no reports.

6. Department Head/Staff Items:

Ms. King, Mr. Wood, and Mr. Dye had no reports.

Chief Lynn stated the Department was in the process of filling the last open position.

Chief Parker reminded Council that Firehouse Subs is sponsoring a promotional on May 9th and reservations were needed.

Mr. McMurrian thanked Administration, Mayor and Council for the opportunity to attend the training event for supervisors.

7. Adjourn: There being no further business to come before Council in the pre council meeting held April 17, 2018 Council Member Hunt motioned to adjourn the meeting at 5:48 p.m.; Council Member King seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
April 17, 2018
6:05 P.M.

1. Call to Order: Mayor Pro Tempore Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held April 17, 2018 at 6:05 p.m.

2. Roll.

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

Elected Officials Absent: Mayor James E. Faircloth, Jr.

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney David Walker and Assistant City Attorney Josh Waters, 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, Brenda King – Director of Administration, Kevin Dye – Director of Leisure Services, and Chad McMurrian – Lead Engineering Technician.

Guest(s): Mirian Arrington, and LaToya Harris – Perry Housing Authority.

Media: James Simpson - Houston Home Journal and Kellie McWilliams – ComSouth 100.

3. Invocation and Pledge of Allegiance to the Flag: Mayor Pro Tempore Randall Walker

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

4. Recognition(s)/Presentation(s): Mayor Pro Tempore Randall Walker

4a. Recognition of Ms. Mirian Arrington, Chief Court Clerk for 5 years of service. Mr. Gilmour presented the 5-year pin to Ms. Arrington.

5. Appointment(s) to Board(s)/Commission(s) and Authorities: Mayor Pro Tempore Randall Walker

Council Member Jackson appointed Michelle Lacey to the Perry Area Convention and Visitors Bureau Authority.

6. Citizens with Input: None.

7. Review of Minutes: Mayor Pro Tempore Randall Walker

- 7a. Council's Consideration – Minutes of the April 2, 2018 work session, April 3, 2018 pre council meeting, and April 3, 2018 council meeting.
(Council Member Jones was absent from April 2, 2018 work session.)

Council Member Hunt motioned to accept the minutes as submitted;
Council Member King seconded the motion and it carried with Council Member Jones abstaining from the April 2 meeting.

8. Old Business: Mayor Pro Tempore Randall Walker

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

1. **Second Reading** of an ordinance to annex Airport Road right-of-way from Peach/Houston County line north to the intersection with Buckeye Road – Mr. Wood

Adopted Ordinances 2018-03 & 2018-04 to annex Airport Road right-of-way from Peach/Houston County line north to the intersection with Buckeye Road. Mr. Wood stated the Peach County Administrator and the Houston County Board of Commissioners concurred with the annexation. Council Member King moved to adopt the ordinance as submitted; Council Member Bynum-Grace seconded and it carried unanimously. *(Ordinance Nos. 2018-03 & 2018-04 have been entered into the official book of record.)*

2. **Second Reading** of an ordinance to rezone parcels:

0P38A0 041000 (owned by City)
000160 037000 (owned by Airport)
000160 039000 “
000150 025000 “
000300 042000 “
000300 005000 “
000300 007000 “

to M-2, Industrial District – Mr. Wood

Adopted Ordinance 2018-03 to rezone the submitted properties to M-2, Industrial District. The properties are currently located in the County. Mr. Wood advised that the Planning Commission recommended the change. Council Member Hunt moved to adopt the ordinance rezoning the submitted properties to M-2, Industrial District; Council Member Jones seconded and the motion carried unanimously. *(Ordinance No. 2018-03 has been entered into the official book of record.)*

3. **Second Reading** of an ordinance to annex parcels:

0P38A0 041000 (owned by City)
000160 037000 (owned by Airport)

000160 039000 “
000150 025000 “
000300 042000 “
000300 005000 “
000300 007000 “
to M-2, Industrial District – Mr. Wood

Adopted Ordinance 2018-04 to annex the submitted properties to M-2, Industrial District. Mr. Wood stated Peach County Administrator and the Houston County Board of Commissioners concurred with the annexation and the Planning Commission recommended approval. Council Member Bynum-Grace moved to adopt the ordinance to annex the submitted properties to M-2, Industrial District; Council Member Jones seconded and the motion carried unanimously. (*Ordinance No. 2018-04 has been entered into the official book of record.*)

8b. Alcohol License Application Second Reading and Adoption:

1. **Second Reading:** Application for Alcohol License (Packaged To Go Beer/Wine) for In and Out Food Mart, LLC, d/b/a Perry Travel Stop, 1501 Sam Nunn Boulevard. Manager name is Kim Scarlet.

Approved application for Alcohol License (Packaged To Go Beer/Wine) for In and Out Food Mart, LLC, d/b/a/ Perry Travel Stop 1501 Sam Nunn Boulevard. Manager name is Kim Scarlet. Chief Lynn reviewed the application and recommended approval. Council Member Jones moved to approve the application; Council Member King seconded and the motion carried unanimously.

9. Any Other Old Business:

- 9a. Mayor Pro Tempore Randall Walker - None
- 9b. Council Members - None
- 9c. City Manager Lee Gilmour - None
- 9d. Assistant City Manager Robert Smith - None
- 9e. City Attorney David Walker – None

10. New Business: Mayor Pro Tempore Randall Walker

10a. Matters referred from April 16, 2018 work session, and April 17, 2018 pre council meeting.

1. Adopted Resolution 2018-27 naming certain facilities. Administration recommended officially naming certain facilities in order to aid in identification. Council Member King moved to adopt the resolution as submitted; Council Member Jones seconded and the motion carried unanimously.
2. Cancel the bid award for Crossroads Park and Legacy Park.

Administration recommended canceling the bid award for Crossroads Park and Legacy Park due to budget problems. Council Member Jackson moved to cancel the bid award for Crossroads Park and Legacy Park because of budget problems; Council Member Hunt seconded and the motion carried unanimously.

3. Authorize the use of annual leave for the higher education program subject to contractual requirements. Mayor Pro Tempore Walker tabled this item until the next work session in order to obtain more information.
4. Consider the City purchasing a certain property on Starbuck Drive for a proposed housing project. Administration recommended Council officially state that the City is not in a financial position to do so. Council Member Jones moved to officially state the City is not currently in a financial position to purchase a certain property on Starbuck Drive for a proposed housing project; Council Member Hunt seconded the motion and it carried 4-0 with Council Member King recusing himself from the discussion and the vote.

10b. Award of Bids:

1. Award of bid for a portion of Perry Parkway for mowing – Mr. L. Gilmour

Mr. Gilmour presented for re-consideration a bid for a portion Perry Parkway mowing. Council Member King moved to award a bid for a portion of Perry Parkway for mowing; Council member Jones seconded and it carried unanimously.

2. Bid No. 2018-34 Rozar Park Picnic Shelter – Mr. K. Dye

Bid No. 2018-34 Rozar Park Picnic Shelter. Mr. Dye presented for Council's consideration a bid to replace the smaller picnic shelter destroyed during Hurricane Irma. Staff recommended awarding the bid to Colossal Ventures, LLC in the amount of \$9,720.00. Funds will be provided through FEMA and insurance. Council Member Bynum-Grace moved to award Bid No. 2018-34 to Colossal Ventures, LLC in the amount of \$9,720.00; Council Member Jones seconded and the motion carried unanimously.

3. Bid No. 2018-36 Animal Shelter Parking Lot – Mr. C. McMurrian

Bid No. 2018-36 Animal Shelter Parking Lot. Mr. McMurrian presented for Council's consideration a bid to pave the parking lot and continue the stormwater improvements. Staff recommended awarding the bid to the low bidder, LaKay Enterprises, Inc. for \$102,880.40. Council Member Jones moved to award the Bid No. 2018-36 to LaKay Enterprises, Inc. in the amount of \$102,880.40; Council Member King seconded and the motion carried unanimously.

4. Bid No. 2018-37 Tolleson Ave. Cul-de-Sac – Mr. C. McMurrian

Bid No. 2018-37 Tolleson Ave. Cul-de-Sac. Mr. McMurrian presented for Council's consideration an award of bid to continue stormwater improvements and repair the street. Staff recommended awarding the bid to LaKay Enterprises, Inc. in the amount of \$41,869.00. Council Member King moved to award Bid No. 2018-37 to LaKay Enterprises, Inc. in the amount of \$41,869.00; Council Member Jones seconded and the motion carried unanimously.

5. Bid No. 2018-38 Police Department Lobby Security – Chief S. Lynn

Bid No. 2018-38 Police Department Lobby Security. Chief Lynn presented for Council's consideration an award of bid for the final phase of upgrading the security in the Police Department Lobby Security. Staff recommended awarding the bid to the sole bidder Colossal Ventures, LLC in the amount of \$55,890.60. Council Member Jackson motioned to accept staff's recommendation to award Bid No. 2018-38 to Colossal Ventures, LLC in the amount of \$55,890.60. Council Member King seconded the motion and it carried unanimously.

6. Bid No. 2018-40 Fire Station Parking Lot – Mr. C. McMurrian

Bid No. 2018-40 Fire Station Parking Lot. Mr. McMurrian presented for Council's consideration an award of bid for fire station parking lot. Staff recommended awarding the bid to LaKay Enterprises, Inc. in the amount of \$146,450.00. Council Member King motioned to award Bid No. 2018-40 to LaKay Enterprises, Inc. in the amount of \$146,450.00. Council Member Jones seconded the motion and it carried unanimously.

10c. Special Events Application(s): - Chief Lynn

1. The City of Perry is hosting Food Truck Friday on May 11, 2018 from 6 pm until 9 pm.

Street closure(s) approved:

- Ball Street
- Carroll Street
- Intersection of Main and Ball Streets
- Public Lot at Ball and Main Street

Chief Lynn reviewed the request for the first Food Truck Friday noting that all the Food Truck events would have the same street closures and alcohol permits. Staff recommended approval of all the scheduled Food Truck Friday events for the remainder of the summer as the closures and vendors will be the same each time. Council Member Jones moved to accept all the applications as submitted. Council Member King seconded the motion and it carried unanimously.

11. Council Members Items:

Council had no reports.

City Attorney Walker and Assistant City Attorney Waters had no reports.

City Manager Gilmour provided a list with the proposed dates for the budget review with department heads and outside agencies.

Assistant City Manager Smith noted twenty six (26) people participated in the supervisor training and nineteen (19) were City of Perry employees. He also thanked Mayor and Council for their continued support of the program.

12. Department Heads/Staff Items.

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

Mr. Dye announced a special exhibit will be at the Arts Center beginning May 1st with an opening ceremony scheduled for April 30th.

Mr. Wood reminded everyone of the spring cleanup in the Oldfield area from 8:30-12:30 on April 21st.

Chief Lynn announced that Major Phelps and Chief Parker would be guardians for two veterans on the Honor Flight going to Washington, D.C. on April 23rd & 24th.

13. General Public Items: None

14. Mayor Pro Tempore Walker Items:

- Welcomed City Attorney Walker back
- Walk with Mayor and Council will be April 24th beginning at 5:30 at Willie Teonate Williams Park.
- April 30, Work Session
- May 1, Pre council and council

15. Adjournment: There being no further business to come before Council in the meeting held April 17, 2018, Council Member Jones motioned to adjourn the meeting at 6:40 p.m.; Council Member King seconded the motion and it carried unanimously.

MINUTES
WORK SESSION MEETING
OF THE PERRY CITY COUNCIL
April 30, 2018
5:05 P.M.

1. Call to Order: Mayor Pro-Tempore Randall Walker, Presiding Officer called to order the work session meeting held April 30, 2018 at 5:05 p.m.

2. Roll:

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

Elected Officials Absent: Mayor James E. Faircloth Jr.

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, Assistant City Attorney Matthew Hulbert and Josh Waters and Recording Clerk Joni Ary.

Staff Absent: None

City Departmental Staffing: Chief Steve Lynn – Police Department, Bryan Wood – Director of Community Development, Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Ellen Palmer – Digital Communications Manager, Kevin Dye – Director of Leisure Services, Annie Warren – City Clerk, Tracy Hester – Chief Building Official – Community Development Department, Captain James Buck – Police Department, Major William Phelps – Police Department, and Captain Heath Dykes – Police Department.

City Departmental Staff Absent: None.

Guest(s)/Speaker(s): Terre Walker and Bill O’Neal.

Media: Kristin Moriarty - The Houston Home Journal

Mayor Pro-Tempore Walker asked that item 4a. be moved to first item on agenda.

4. Other Business / Supplemental Agenda.

- 4a. Request to have an A-Frame sign placed at 706 Carroll Street. Mr. Bill O’Neal asked Council for permission to place a temporary sign at 706 Carroll Street. The sign would be temporary and would also help raise money to save the historical building; this would be added to the remaining 90 day extension granted by Council at the 04.16.18 work session. It was the consensus of the Council to proceed with temporary A-frame sign at 706 Carroll Street until July 16, 2018.

3. Items of Review/Discussion:

3a. Approval of Perry Parkway driveway restriction. Mr. Tracy Hester reviewed with Council the request for approval of driveway restriction at the corner of Sugarloaf Parkway and Perry Parkway. Mr. Gilmour reviewed with Council the 2007 resolution. The Administration recommendation is to keep the 2007 resolution and not approve the driveway request. Council concurred.

3b. FY 2019 Operating Budget

1. Department of Public Works. Assistant City Manager Robert Smith reviewed with Council the highlights for the Public Works Department and agreed with the recommendations of Administration.
2. Perry Police Department. Chief Lynn passed out for Council's consideration funding in the future shield radar that can be either mounted on a sign pole or a radar that can be placed on wheels. The shield radar would provide demographic data on traffic flow.

Chief Lynn reviewed with Council a power point presentation requesting a full time drug agent.

3. Department of Administration. Ms. King stated that she has reviewed and agreed with the recommendation of the Administration to keep the funding level at \$851,600.00. Ms. King thanked Council for their support.
4. Office of City Clerk. Ms. Warren stated that she has reviewed and agreed with the recommendation of the Administration.

3c. Fire and Emergency Services Department.

1. Consider contracting with Fire Engine Company Services of Savannah, LLC. Chief Parker reviewed with Council the contract with that would be for two (2) years. The Fire Engine Company would assist City for the next ISO inspection that is scheduled for in the next two (2) years. The company would give the City feedback on how to improve/maintain our ISO rating of a four (4). The recommendation of the Administration is to get further information relative to any cost savings, any company dissatisfaction and what has the City improved since last inspection. It was the consensus of Council to bring back findings to Council.

3d. Administration

1. First Street pedestrian crossing. Council Member Hunt reviewed the request for Council to reconsider putting in crosswalk in for Baptist Church for kids to use. The request would be to put a crosswalk in the middle of First Street to tie the two parking lots for the Baptist Church. Mr. Gilmour stated that the recommendation of the Administration is to put a crosswalk in at the First Street intersection of Carroll Alley if Council desires to install a crosswalk. Council agreed to follow previous decision.

2. Consider participating with Houston County Board of Commissioners for certain professional services relative to St. Patrick Drive. Mr. Gilmour reviewed the request for the City to split the cost 50/50 with the County for professional services for preliminary design and road layout for St. Patrick Drive. It was the consensus of the Council to proceed
3. Council approval to proceed with professional services, The Chason Group, Inc. Assistant City Manager Smith reviewed with Council the proposal to proceed with using The Chason Group Inc to assist the City with search for the vacant Economic Development position. It was the consensus of the Council to proceed.

5. Council Member Items:

Council Member Hunt advised there was poor turnout for the Spring Neighborhood clean up day on April 21st. Mayor Pro-Tempore Walker stated that he would review it with the Housing Committee.

Council Member King asked about the speed bump and gentleman in electric wheelchair. Mr. Gilmour advised that it has been taken care of.

Council Member Bynum-Grace stated she would like to propose doing a clean up in the Whipple Street area. The Whipple Street residents were thankful for the installation of the speed bumps.

Council Members Jackson and Jones had no reports.

Assistant City Attorney Hulbert and Josh Waters had no reports.

Mr. Smith advised stated that the City will be receiving the EPA Brownfield Assessment Grant in the amount of \$300,000.

6. Department Head Items:

Chief Lynn, Ms. Warren and Ms. King had no reports.

Chief Parker asked Council permission to apply for a grant that is given to local fire departments from monies collected from GFFTC firework taxes. The City's portion would be 10%. It was the consensus of Council to proceed.

Mr. Smith reminded Council that Food Truck Friday will be May 11, 2018 from 6:00 pm to 9:00 pm. There will be six (6) food trucks at event. Mr. Smith thanked Ms. Palmer and Ms. Myers for all their hard work.

Ms. Palmer advised G-suites is up and running and if anyone has any problems or feedback to please let her know.

Mr. Hester stated that there may be a need for a special called meeting for the zoning request that would have been heard at Council's May 1 meeting. Mr. Gilmour advised

that with Council's approval the recommendation of the Administration is to have the zoning request at Council's next meeting but waive the second reading rule. Council concurred.

Mayor Pro-Tempore Walker:

The next walk with Mayor is in district 2 on May 22, 2018. With Council's agreement a request from Ms. Loudermilk to have the next walk with Mayor Downtown, to meet with the downtown merchants. Council concurred. Mayor Pro-Tempore Walker stated that at Council's regular meeting on May 15th, Council will have their pictures taken.

7. Executive Session entered at 6:25 p.m.: Council Member Jones moved to adjourn the work session meeting and enter into executive session for the purpose of personnel. Council Member King seconded the motion and it carried unanimously.
8. Executive Session adjourned 7:10 p.m.; Council work session meeting reconvened. Council adjourned the executive session held April 30, 2018 and reconvened into the council work session meeting.
9. Adopted Resolution No. 2018-28 stating purpose of executive session held April 30, 2018 was to discuss personnel. Council Member Bynum-Grace moved to adopt a resolution stating the purpose of the Executive Session held on April 30, 2018 was to discuss personnel. Council Member Jackson seconded the motion and it carried unanimously. (*Resolution 2018-28 has been entered in the City's official book of record*).
10. Adjournment: There being no further business to come before Council in the reconvened meeting held April 30, 2018 Council Member King motioned to adjourn the meeting at 7:10 p.m. Council Member Hunt seconded the motion and it carried unanimously.

A R E S O L U T I O N

TO ACCEPT DONATION OF CERTAIN LOTS IN WIND RIVER SUBDIVISION FOR USE AS GREENSPACE.

WHEREAS, CMD Homes, LLC is the legal owner of Lots 2B, 3B, 15B, 17B, 18B, 19B, 22B, 23B, 24B, 25B, 26B, and 27B in Wind River subdivision, and has determined these lots are not feasibly buildable; and

WHEREAS, Donnie Gilbert as a Managing Member of CMD Homes, LLC, is authorized to donate these lots; and

WHEREAS, By letter dated March 23, 2018 Mr. Gilbert offers to donate these lots to the City of Perry, Georgia for greenspace; and

WHEREAS, The Council of the City of Perry finds that these lots would provide appropriate greenspace within the Wind River subdivision.

NOW, THEREFORE THE COUNCIL OF THE CITY OF PERRY HEREBY RESOVLES that the lots listed below are accepted for ownership and maintenance as greenspace by the City.

- Lot 2B (0P49B0 073000),
- Lot 3B (0P49B0 072000),
- Lot 15B (0P49B0 060000),
- Lot 17B (0P49B0 058000),
- Lot 18B (0P49B0 057000),
- Lot 19B (0P49B0 056000),
- Lot 22B (0P49B0 053000),
- Lot 23B (0P49B0 052000),
- Lot 24B (0P49B0 051000),
- Lot 25B (0P49B0 050000),
- Lot 26B (0P49B0 049000), and
- Lot 27B (0P49B0 048000).

This ___ day of _____, 2018.

CITY OF PERRY:

BY: _____
James E. Faircloth, Jr., Mayor

ATTEST: _____
Annie Warren, City Clerk

(CITY SEAL)



March 23, 2018

VIA EMAIL (bryan.wood@perry-ga.gov)
& VIA FIRST CLASS MAIL

Mr. Bryan Wood
Director of Community Development
City of Perry
1211 Washington Street
Perry, Georgia 31069

Re: Wind River Subdivision Land Donation

Dear Mr. Wood:

CMD Homes, LLC would like to donate to the City of Perry for greenspace 12 lots in the Wind River Subdivision. Those lots are highlighted in yellow on the attached plat but are more particularly designated as: Lots 2B, 3B, 1 5B, 17B-19B, 22B-27B. Please provide guidance with those steps we need to take to effectuate this intent. Thank you in advance for your help in facilitating this matter.

Sincerely,

Donnie Gilbert

Donnie Gilbert
Managing Member

Encl.

cc: Mr. Matthew Hulbert *via e-mail* mhulbert@whgmlaw.com
Mr. Lee Gilmour *via e-mail* lee.gilmour@perry-ga.gov
Ms. Bridgette Cooper *via e-mail* bcooper@cooperfirm.com

6/5/28
City Ord.



NOTES

1. ALL LOTS IN SUBDIVISION
2. SURVEYED BY THE CITY OF BERRY
3. ALL LOTS IN SUBDIVISION ARE
4. SUBJECT TO ALL CITY ORDINANCES AND
5. ZONING LAWS AND REGULATIONS
6. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF BERRY

THE CITY OF BERRY HAS BEEN ACCREDITED BY THE STATE OF MISSISSIPPI AS A SUBDIVIDER OF LAND AND IS SUBJECT TO ALL CITY ORDINANCES AND REGULATIONS.

[Handwritten signature]
CITY ENGINEER

[Handwritten signature]
DATE

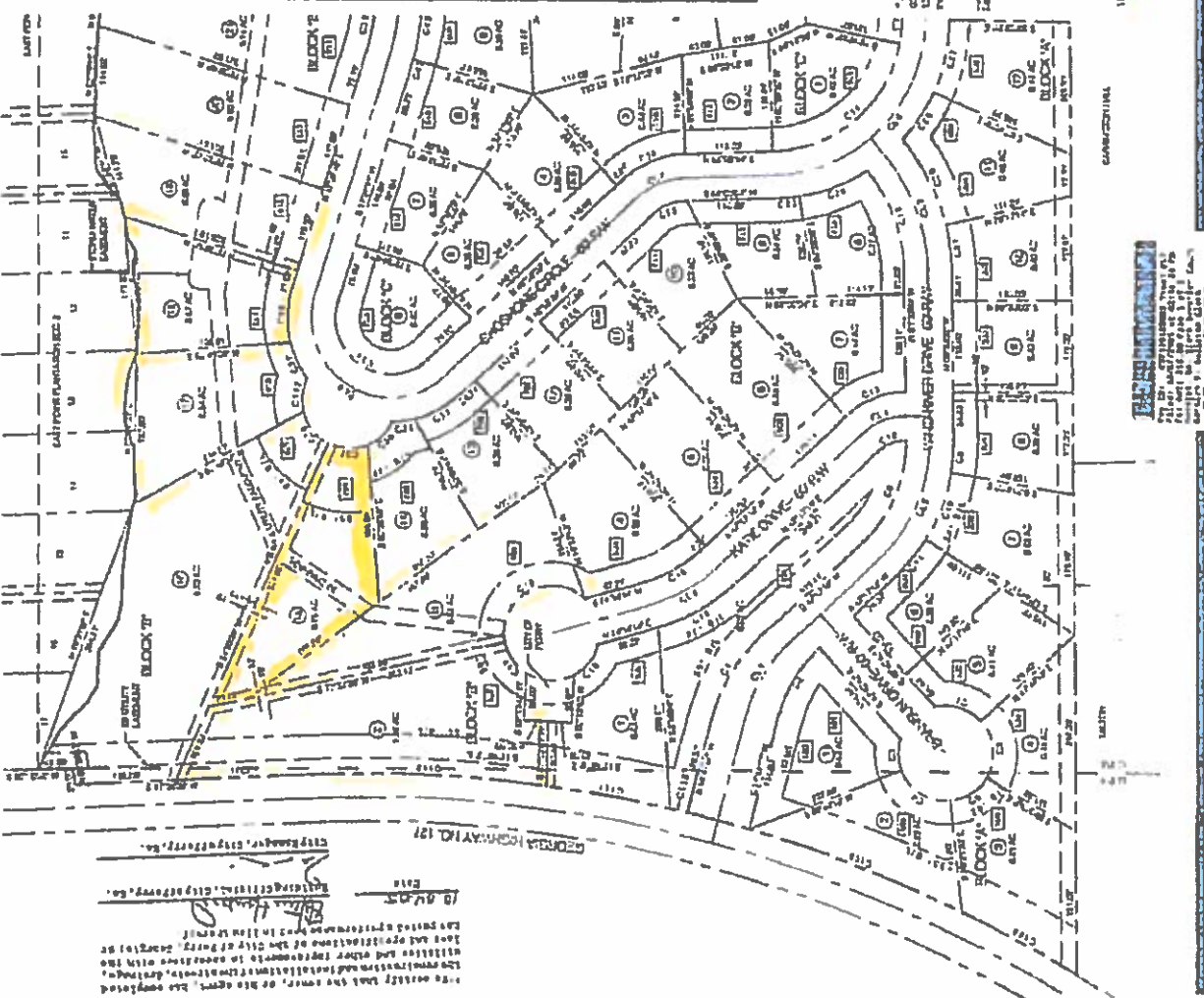
WIND RIVER

LAND LOTS IN BERRY COUNTY
COUNTY, MISSISSIPPI

DATE	1888
DATE	1888
DATE	1888
DATE	1888

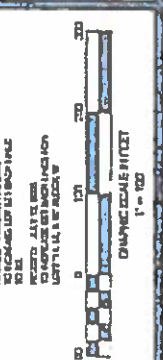
STORY CLARKE & ASSOCIATES
LAND SURVEYORS AND ENGINEERS
100 N. BERRY ST. BERRY, MISSISSIPPI 39007
PHONE: 601-371-1111

SECTION	PLAT	ACRES	FRONT	DEPT.	REMARKS
1	1	1.00	100	100	
2	2	1.00	100	100	
3	3	1.00	100	100	
4	4	1.00	100	100	
5	5	1.00	100	100	
6	6	1.00	100	100	
7	7	1.00	100	100	
8	8	1.00	100	100	
9	9	1.00	100	100	
10	10	1.00	100	100	
11	11	1.00	100	100	
12	12	1.00	100	100	
13	13	1.00	100	100	
14	14	1.00	100	100	
15	15	1.00	100	100	
16	16	1.00	100	100	
17	17	1.00	100	100	
18	18	1.00	100	100	
19	19	1.00	100	100	
20	20	1.00	100	100	
21	21	1.00	100	100	
22	22	1.00	100	100	
23	23	1.00	100	100	
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25	25	1.00	100	100	
26	26	1.00	100	100	
27	27	1.00	100	100	
28	28	1.00	100	100	
29	29	1.00	100	100	
30	30	1.00	100	100	
31	31	1.00	100	100	
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34	34	1.00	100	100	
35	35	1.00	100	100	
36	36	1.00	100	100	
37	37	1.00	100	100	
38	38	1.00	100	100	
39	39	1.00	100	100	
40	40	1.00	100	100	
41	41	1.00	100	100	
42	42	1.00	100	100	
43	43	1.00	100	100	
44	44	1.00	100	100	
45	45	1.00	100	100	
46	46	1.00	100	100	
47	47	1.00	100	100	
48	48	1.00	100	100	
49	49	1.00	100	100	
50	50	1.00	100	100	



I certify that all the requirements for final approval of this plat have been fulfilled in accordance with the requirements of the City of Berry, Georgia, and the requirements of the City Planning Commission.

[Handwritten signature]
CITY ENGINEER



65-28-29

10/2/88

NOTES

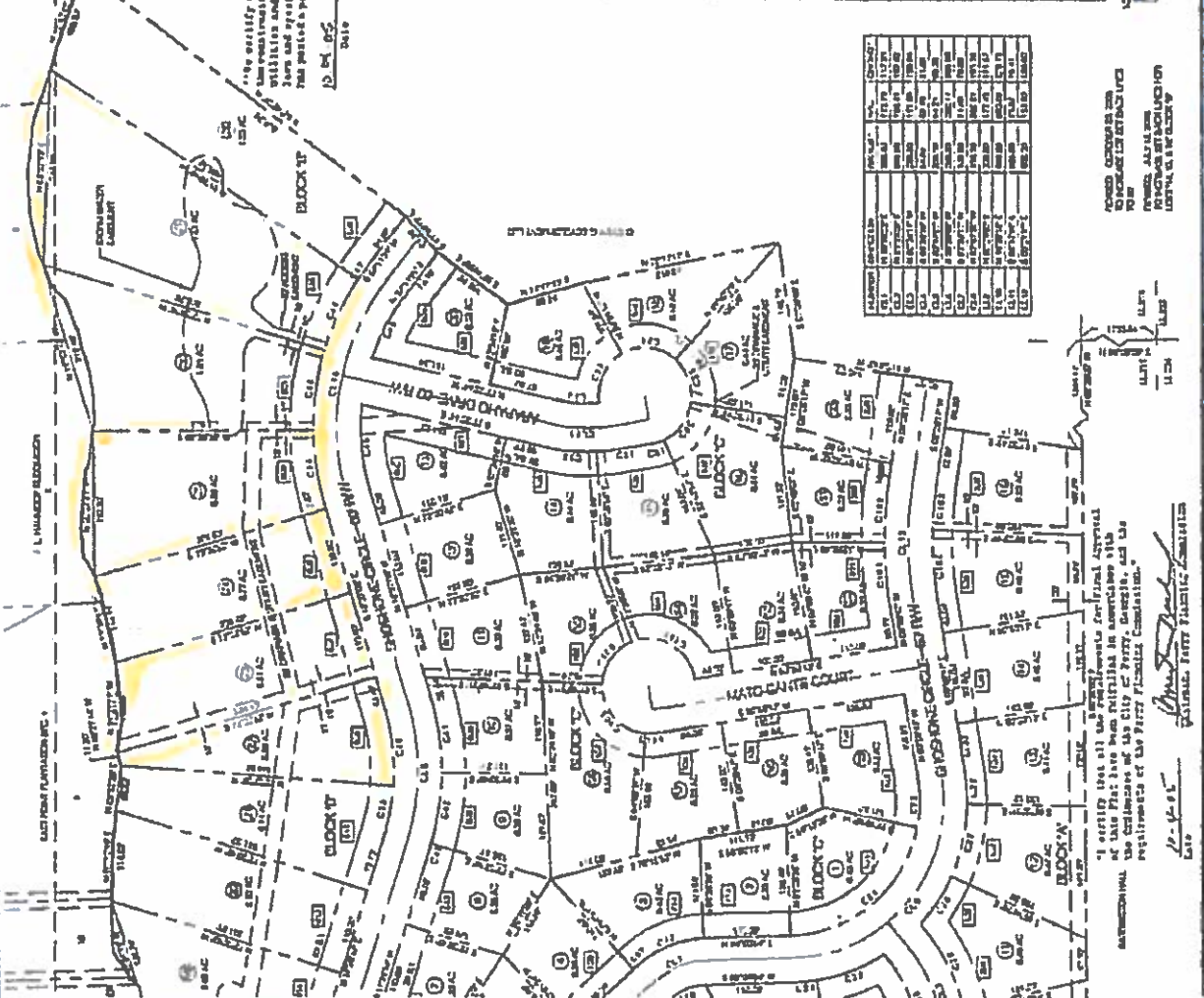
1. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF PERRY, FLORIDA BY DEED.
2. THE CITY OF PERRY HAS REVIEWED THIS PLAN AND APPROVED IT FOR THE CITY.
3. THE CITY OF PERRY HAS REVIEWED THE ZONING MAP AND APPROVED IT FOR THE CITY.
4. THE CITY OF PERRY HAS REVIEWED THE SUBDIVISION MAP AND APPROVED IT FOR THE CITY.
5. THE CITY OF PERRY HAS REVIEWED THE PLAT AND APPROVED IT FOR THE CITY.
6. THE CITY OF PERRY HAS REVIEWED THE DEED AND APPROVED IT FOR THE CITY.
7. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF PERRY, FLORIDA BY DEED.
8. THE CITY OF PERRY HAS REVIEWED THIS PLAN AND APPROVED IT FOR THE CITY.
9. THE CITY OF PERRY HAS REVIEWED THE ZONING MAP AND APPROVED IT FOR THE CITY.
10. THE CITY OF PERRY HAS REVIEWED THE SUBDIVISION MAP AND APPROVED IT FOR THE CITY.
11. THE CITY OF PERRY HAS REVIEWED THE PLAT AND APPROVED IT FOR THE CITY.
12. THE CITY OF PERRY HAS REVIEWED THE DEED AND APPROVED IT FOR THE CITY.

NOTE: THE CITY OF PERRY HAS REVIEWED THIS PLAN AND APPROVED IT FOR THE CITY. THE CITY OF PERRY HAS REVIEWED THE ZONING MAP AND APPROVED IT FOR THE CITY. THE CITY OF PERRY HAS REVIEWED THE SUBDIVISION MAP AND APPROVED IT FOR THE CITY. THE CITY OF PERRY HAS REVIEWED THE PLAT AND APPROVED IT FOR THE CITY. THE CITY OF PERRY HAS REVIEWED THE DEED AND APPROVED IT FOR THE CITY.

10/2/88
[Signature]
 City Engineer

THE OFFICER HAS AND CONF. OF HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE SEWER, WATER, AND OTHER UTILITIES IN ACCORDANCE WITH THE ZONING MAP AND THE REQUIREMENTS OF THE CITY OF PERRY, FLORIDA. THE OFFICER HAS REVIEWED THE PLANS AND APPROVED THEM FOR THE CITY OF PERRY, FLORIDA.

10/2/88
[Signature]
 City Manager, City of Perry, Fla.



LOT	AREA	PERMITS	COMMENTS
1	1.1	1.1	1.1
2	1.2	1.2	1.2
3	1.3	1.3	1.3
4	1.4	1.4	1.4
5	1.5	1.5	1.5
6	1.6	1.6	1.6
7	1.7	1.7	1.7
8	1.8	1.8	1.8
9	1.9	1.9	1.9
10	1.10	1.10	1.10
11	1.11	1.11	1.11
12	1.12	1.12	1.12
13	1.13	1.13	1.13
14	1.14	1.14	1.14
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28	1.28	1.28	1.28
29	1.29	1.29	1.29
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32	1.32	1.32	1.32
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75	1.75	1.75	1.75
76	1.76	1.76	1.76
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93	1.93	1.93	1.93
94	1.94	1.94	1.94
95	1.95	1.95	1.95
96	1.96	1.96	1.96
97	1.97	1.97	1.97
98	1.98	1.98	1.98
99	1.99	1.99	1.99
100	1.100	1.100	1.100

APPROVED AND ORDERED TO BE RECORDED BY THE CLERK OF THE COUNTY OF PERRY, FLORIDA, THIS 10TH DAY OF OCTOBER, 1988.

10-10-88
[Signature]
 COUNTY CLERK

WIND RIVER
 SECTION 17

LAND SURVEY FOR THE CITY OF PERRY, FLORIDA

SCALE: 1" = 100'

DATED: JANUARY 18, 1988

BY: STORY CLARKE & ASSOCIATES, INC.

100 CALIFORNIA STREET, SUITE 100, PERRY, FLORIDA 32070

10-10-88
[Signature]
 COUNTY CLERK



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

May 8, 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 May 31, 2018 to guarantee the 2.97% 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>
BB&T Project Account	Enclosed	\$485,012.00

(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)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Police Vehicles, Admin Vehicles and Equipment		\$485,012.00

SCHEDULE B

Branch Banking and Trust Company
Draft Amortization Schedule

City of Perry
Police Interceptors, Pickups, SUV & Related Equipment

Nominal Annual Rate : 2.970 %

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	06/18/2018				485,012.00
1	09/18/2018	42,394.78	3,601.21	38,793.57	446,218.43
2	12/18/2018	42,394.78	3,313.17	39,081.61	407,136.82
2018 Totals		84,789.56	6,914.38	77,875.18	
3	03/18/2019	42,394.78	3,022.99	39,371.79	367,765.03
4	06/18/2019	42,394.78	2,730.66	39,664.12	328,100.91
5	09/18/2019	42,394.78	2,436.15	39,958.63	288,142.28
6	12/18/2019	42,394.78	2,139.46	40,255.32	247,886.96
2019 Totals		169,579.12	10,329.26	159,249.86	
7	03/18/2020	42,394.78	1,840.56	40,554.22	207,332.74
8	06/18/2020	42,394.78	1,539.45	40,855.33	166,477.41
9	09/18/2020	42,394.78	1,236.09	41,158.69	125,318.72
10	12/18/2020	42,394.78	930.49	41,464.29	83,854.43
2020 Totals		169,579.12	5,546.59	164,032.53	
11	03/18/2021	42,394.78	622.62	41,772.16	42,082.27
12	06/18/2021	42,394.78	312.51	42,082.27	0.00
2021 Totals		84,789.56	935.13	83,854.43	
Grand Totals		508,737.36	23,725.36	485,012.00	

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

Form **8038-G**

Information Return for Tax-Exempt Governmental Obligations

(Rev. September 2011)

▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Perry		2 Issuer's employer identification number (EIN) 586000639
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) P.O. Box 2030	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Perry, GA 31069		7 Date of issue
8 Name of issue City of Perry / GMA Essential Equipment Lease-Purchase		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Brenda King, Finance Director		10b Telephone number of officer or other employee shown on 10a (912) 987-2700

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$485,012
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶ Police Vehicles, Admin Vehicles and Equipment	18
19 If obligations are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>	
If obligations are BANs, 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"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21		\$ 485,012	\$ N/A	years %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$485,012	
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	\$485,012	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
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)

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

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

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

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 Police Vehicles, Admin Vehicles and Equipment (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)

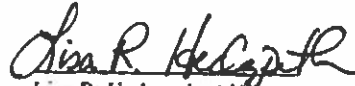
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF WILSON

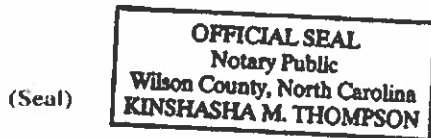
AFFIDAVIT OF LISA R. HEDGPETH

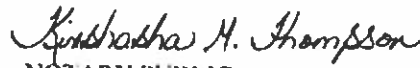
BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

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 **\$485,012.00** 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 **\$485,012.00** into a special account of the Lessee at Branch Banking and Trust Company to be designated "**2018-0024 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.

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>
<u>R Lee Gilmour</u>	<u>City Manager</u>	_____
<u>Brenda L. King</u>	<u>Director of Administrator</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

**CITY OF PERRY,
GEORGIA**

SEAL

By: _____

By: _____

Printed Name: Annie Warren

Printed Name: James E. Faircloth, Jr.

Title: City Clerk

Title: Mayor

**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 # 9910001261-00024 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 9910001261-00024.**

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 9910001261-00024.**

Project Description: Police Vehicles 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: _____



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

May 8, 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 May 31, 2018 to guarantee the 3.19% 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,

A handwritten signature in black ink that reads 'Darin Jenkins'.

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)	_____	_____	_____

SCHEDULE D

Form **8038-G**

(Rev. September 2011)

Department of the Treasury
Internal Revenue Service

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Perry		2 Issuer's employer identification number (EIN) 586000639
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) P.O. Box 2030	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Perry, GA 31069		7 Date of issue
8 Name of issue City of Perry / GMA Essential Equipment Lease-Purchase		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Brenda King, Finance Director		10b Telephone number of officer or other employee shown on 10a (912) 987-2700

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	\$127,325	
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ Trucks, Fire Equipment and Excavator	18		
19 If obligations are TANS or RANs, check only box 19a ▶ <input type="checkbox"/>			
If obligations are BANs, 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"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 127,325	\$ N/A	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$127,325	
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	\$127,325	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

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)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

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

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	
	Firm's name ▶		Firm's EIN ▶	
Firm's address ▶		Phone no.		

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 Trucks, Fire Equipment and Excavator (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

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 **\$127,325.81** 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 **\$127,325.81** into a special account of the Lessee at Branch Banking and Trust Company to be designated “2018-00023 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.

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:

R Lee Gilmour	City Manager	
Brenda L. King	Director of Administrator	

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: Annie Warren
 Title: City Clerk

By: _____
 Printed Name: James E. Faircloth, Jr.
 Title: Mayor

**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 # 9910001261-00023 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 9910001261-00023.**

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 9910001261-00023.**

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.

Department of Economic Development

To: Mayor and Council

CC: Perry Main Street Advisory Board, City Manager Gilmour and Assistant City Manager Smith

From: Main Street Coordinator Edgemon

Date: April 13, 2018

Re: Annual MOU with the Georgia Department of Community Affairs

The Perry Main Street Advisory Board requests the City of Perry to sign the Memorandum of Understanding with the Georgia Department of Community Affairs for the Main Street program for 2018.

The Georgia Department of Community Affairs (DCA) requires communities designated as Classic Main Streets to sign an annual Memorandum of Understanding (MOU) as a promise that participating communities will adhere to state program requirements – including training, reporting, staffing and financial support – and the National Main Street Center’s 10 national standards. Signatures are required from the mayor, Main Street board chairman and downtown manager.

This agreement is essentially Perry’s commitment to continue doing what we have already been doing to maintain accreditation.

The most significant change in the MOU from last year to this year is that the agreement is valid through June 30, 2019. DCA makes designation evaluations on an annual basis now, and the date change will allow time for the evaluations of individual programs. Instead of a community remaining at the Georgia Classic Main Street or a Georgia’s Exceptional Main Streets (GEMS) community level as long as the program does not seriously falter, DCA has begun evaluating the program annually to determine at which level it is performing. This review means a Classic Main Street could move up to a GEMS or be downgraded to an affiliate, depending on that program’s performance in one year, and move into another level the following year.

DCA has established a 3-year rotation during which communities will make presentations of their program’s accomplishments as part of the annual assessment. Perry Main Street will make a presentation in early 2019 on its 2018 activities.

As part of the annual requirements, the local program must also sign a Main Street licensing agreement. The agreement is a community’s agreement to use the Main Street brand according to the National Main Street Center’s guidelines and is similar to Perry’s standards for the city’s brand.



Georgia[®] Department of
Community Affairs

April 2, 2018

To Whom It May Concern:

Enclosed you will find a copy of the 2018-19 Georgia Classic Main Street Program Memorandum of Understanding and the 2018 National Main Street Center's sublicensing agreement. As per the National Main Street Center requirements all accredited Main Street cities must have a current signed MOU and sublicensing agreement on file with the Georgia Department of Community Affairs in order to retain the services of our office along with the use of the Main Street name.

The enclosed document must be signed by the Mayor, Board Chair and local Manager and **uploaded a copy to your Main Street program's shared DCA Dropbox folder by July 1, 2018.** Failure to comply may result in probationary status or loss of accreditation for the local Main Street program in 2018.

As per this MOU agreement the local municipality is required to notify the Office of Downtown Development within one week of any Downtown Director Vacancy. If at any point during the 2018 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature to DCA.

Regards,

Jessica Reynolds

Jessica Reynolds, EDFP
Director, Office of Downtown Development &
Georgia Main Street Program
Georgia Department of Community Affairs





2018 - 2019 Georgia Classic Main Streets Memorandum of Understanding

MOU

4/1/2018

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and a copy of the original document should be uploaded to your community's shared DCA Dropbox folder by July 1, 2018.

**GEORGIA CLASSIC MAIN STREETS PROGRAM
MEMORANDUM OF UNDERSTANDING**

2018 -2019 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of **PERRY**, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2018. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 8 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. A copy of each Board Member's Main Street 101 certification must be uploaded to the Standard 5 file in your program's shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in annual manager's survey provided by DCA.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. It is recommended that one representative from the local program attend a Regional Managers meeting in 2018.
 - B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-

- DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.
- D. Respond to requests by DCA in a timely manner.
 3. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
 4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community.
 5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
 6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - B. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2019.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.

4. If at any point during the 2018/19 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

###

GEORGIA CLASSIC MAIN STREET PROGRAM

MEMORANDUM OF UNDERSTANDING: 2018-19 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): PERRY

Mayor/Chief Elected Official's Signature

May 1, 2018
Date

Mayor James E. Faircloth Jr.
Printed Name

December 31, 2021
Date Term Expires

MAIN STREET BOARD OF DIRECTORS

Trish Cossart
President/Board Chairperson's Signature

May 3, 2018
Date

Chairman Trish Cossart
Printed Name

December 31, 2019
Date Term Expires

DOWNTOWN MANAGER

Catherine Edgemon
Manager's Signature

April 13, 2018
Date

Catherine Edgemon
Printed Name

December 31, 2013
Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

Jessica Reynolds
Director's Signature

April 3, 2018
Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sub-license Agreement (“Sub-license Agreement”) is entered into between the Office of Downtown Development (“**Coordinating Program**”) and **PERRY** (“**Sublicensee**”), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. (“NMSC”) operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the State Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and CoordinatingProgram have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the “Trademarks.”

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee’s use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2018, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between State Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the State Program. If the State Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the State Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the State Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: The Office of Downtown Development
Address: Georgia Department of Community Affairs,
c/o Office of Downtown Development
60 Executive Park South, NE
Atlanta, GA 30329
Phone: 404-679-4859
Email: jessica.reynolds@dca.ga.gov

To Sublicensee:

Name: City of Perry
Address: PO Box 2030
Perry, GA 31069
Phone: (478) 988-2700
Email: mayor.faircloth@perry-ga.gov

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

Sublicensee

By: Jessica Reynolds, Director, Office of
Downtown Development
Name, Title

By: _____
Name, Title

Date: May 1, 2018



Prepared for: City of Perry, GA
Prepared on: 4/26/2018

Bryan Wood
City of Perry, GA
1211 Washington Street
P.O. Box 2030
Perry, GA 31069
Agreement # 900180426

ROK Technologies, LLC. (ROK) is pleased to present this Proposal to provide ArcGIS Cloud Hosting services for Energov product and ROKMAPS: These prices are good through 5/30/18.

Annual Hosting Fees for Energov Map Services

Setup Fee	\$800.00
1 Dynamic Map Service for Energov (\$600/month)	\$7,200.00
ROKMAPS Setup Fee	\$5,000.00
Setup Fee (Virtualized ArcGIS for Desktop)	\$800.00
2 Users – Virtualized ArcGIS for Desktop (\$415/month)	\$4,980.00
<hr/>	
Total Project Costs – Year 1	\$18,780.00
Annual Costs – Year 2 (\$1015/month)	\$12,180.00

Terms: Setup Fees are due up front. Client can pay monthly or annually for the ArcGIS Server hosting.

Monthly fees will be invoiced electronically on the 15th day of each month during the contract period. After 45 days, a finance charge of 1.5% per month (18% annually) will be added to all overdue balances.

ROK Technologies, LLC

By:  _____

Signature of person signing

David Michael Deignan, CEO
Print name and title of person signing

4/26/18
Date

CLIENT: _____



Prepared for: City of Perry, GA

Prepared on: 4/26/2018

By: _____
Signature of person signing

Print name and title of person signing

Date

ArcGIS Hosting Service Includes:

- ArcGIS Server License
- SQL Server 2008 Licensing
- SDE
- Storage capacity to fulfill requirements
- Regular backups
- Monthly data updates
- Application and data management
- 24/7 technical support
- Correct data format for Energov
- Virtualized ArcGIS for Desktop requires that you bring your own Esri Licenses and they are concurrent use.



ROK Terms of Service Agreement

This Terms of Service Agreement, together with the Service Level Agreement (#009180413), Acceptable Use Policy, any other documents referenced herein and any amendments signed between the parties (collectively, this "Agreement") is made between ROK Technologies, LLC, a South Carolina limited liability company ("ROK") and City of Perry, GA (collectively "you" or "your" or "I") is effective May 1, 2018 (the "Effective Date"). The Effective Date of Completion is April 30, 2019.

BY EXECUTING AND DELIVERING THE TERMS OF SERVICE AGREEMENT, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. Definitions

"Acceptable Use Policy" or "AUP" means the ROK Acceptable Use Policy as of the date you sign the Agreement, as such policy may be amended from time to time by ROK.

"Business Day" means 8:00 a.m. – 5:00 p.m. Monday through Friday, United States eastern time, excluding federal public holidays in the United States.

"Confidential Information" means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, the ROK cloud system, (ii) for ROK, unpublished prices and other terms of service, server configuration designs, and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by one of us on our own, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"Fees" means the Setup Fees, Service Fees, Recurring Fees, and Non-Recurring Fees.

"Non-Recurring Fees" mean those fees set forth in the Agreement that are due when and if a Service is utilized, such as additional bandwidth used by you during the term of this Agreement.

"PII" mean Personal Identifiable Information.

"Recurring Fees" mean those fees set forth in the Agreement that are due on a recurring basis throughout the term of this Agreement.

"Service Fees" means the applicable billing fees for the services described in the scope of work.

"Service Commencement Date" means that date upon which you are given access by ROK to begin using the Services. "Service Level Agreement" means the ROK Service Level Agreement; as such agreement may be amended from time to time by ROK.

"Services" means those services requested by you and provided by ROK as set forth in the Agreement.

"Setup Fees" mean those fees set forth in the Agreement that are due and represent the initial fees necessary to initially set up and configure the Services.

"Support" means the telephone and other technical support provided by ROK about the Services.

2. ROK Obligations

Subject to your compliance with all the terms and conditions of this Agreement, ROK shall provide the Services and Support to you during the term of this Agreement in accordance with the commitments made in the Service Level Agreement and in accordance with applicable law.



ROK Terms of Service Agreement

3. Your Obligations

You agree to do each of the following: (i) comply with applicable law and the Acceptable Use Policy; (ii) pay when due the fees for the Services; (iii) use reasonable security precautions in light of your use of the Services, including encrypting any PII transmitted to or from, or stored on, the ROK Services you use; (iv) cooperate with ROK's reasonable investigation of outages, security problems, and any suspected breach of the Agreement; (v) keep your billing contact and other account information up to date; and (vi) immediately notify ROK of any unauthorized use of your account or any other breach of security.

4. Fees

Your initial invoice may include any Setup Fees and the pro-rated portion of the Recurring Fees from the Service Commencement Date until expiration of the Recurrence Period. Thereafter, ROK will invoice you in advance for the Recurring Fees and in arrears for the Non-Recurring Fees at the beginning of each month.

5. Payments

Payment for Services is due within thirty (30) days of your receipt of the invoice. Any amount not paid when due will bear late payment interest at the rate of 1.5% per month from five (5) days after the due date until paid. You shall be liable for all costs and expenses incurred by ROK in collecting amounts that are past due, including reasonable attorneys' fees. You shall be responsible for and shall pay, and shall reimburse ROK on request, if ROK is required to pay, any sales, use, value-added or other tax (excluding any tax that is based on ROK's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Services.

You must notify ROK in writing of any disputed Fees within sixty (60) days of the invoice date for such Fees. If you do not notify ROK within such period, you have waived any right to dispute such amounts, either directly or indirectly or as a set-off, or defense in any action or efforts to collect amounts due to ROK. The notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for you withholding payment. Notice of any dispute does not release you from the obligation of paying any remaining balance of the invoice under the terms specified.

Upon resolution of the dispute, ROK will apply a credit to Fees due from you or you will pay the total amount outstanding referenced in the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees beginning ten (10) days after the resolution of the dispute.

6. Suspension of Services

You acknowledge and agree that ROK may suspend providing the Services to you, in whole or in part, without liability if (i) you fail to pay the Fees due ROK for a period of sixty (60) days after the date of your receipt of the invoice, (ii) you are in violation of the Acceptable Use Policy, (iii) you fail to reasonably cooperate with ROK's investigation of any suspected breaches of this Agreement, (iv) ROK reasonably believes that the servers hosting the Services have been accessed or manipulated by a third party without your or ROK's consent, (v) ROK reasonably believes that suspension of the Services is necessary to protect the ROK environment generally, or (vi) ROK is obligated to suspend Services via subpoena, court order or otherwise as required by law. ROK may restrict access to your data stored on ROK's servers during any suspension. We will give you reasonable notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect ROK or its other customers from imminent and significant operational or security risk. In the event of any suspension of Services pursuant to subsections (i), (ii) or (iii), you shall pay ROK a reconnection fee of \$150.00 as a condition of reactivation of the Services, in addition to full payment of the balance due on the account, including late payment interest, if any. IN THE EVENT ROK TAKES ANY ACTION PURSUANT TO THIS



ROK Terms of Service Agreement

SECTION, IT SHALL HAVE NO LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU. Nothing herein shall preclude ROK from pursuing other remedies available by statute or otherwise permitted by law.

7. Termination for Convenience

Termination for convenience of this Agreement prior to the Effective Date of Completion, must be in writing. If we terminate your service for nonpayment or other default before the end of the Agreement, or if you terminate your service for any reason other than what is outlined in Section 8 below, you will be subject to an Early Termination Fee. The Early Termination Fee will be equal to 50% of the remainder of the Agreement. Termination of the Agreement within sixty (60) days of the Effective Date of Completion will be subject to an Early Termination Fee equal to the remainder of the Agreement. Early Termination Fee is calculated based from the date of termination to the Effective Date of completion and is prorated to the day. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Agreement on which your rate is based. **AFTER THE EFFECTIVE DATE OF COMPLETION, THE AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.**

8. Termination for Breach without limiting your right to early termination

Pursuant to Section 7, you may terminate this Agreement in the event of a material breach by ROK upon no less than fifteen (15) days' prior written notice and opportunity to cure such material breach. Without limiting ROK's rights to suspend the Services pursuant to Section 6, ROK may terminate this Agreement in the event of a material breach by you upon no less than fifteen (15) days' prior written notice and opportunity to cure such material breach. Notwithstanding the foregoing, ROK may terminate this Agreement immediately if you violate the Acceptable Use Policy, whether you subsequently cure such violation. Expiration or termination of this Agreement shall not relieve your requirement to pay Fees for Services provided prior to the effective date of termination.

9. Migration and Deletion of Data Upon termination of Services

Content and any other data shall be deleted if notice is not received within 30 days of termination. If notice is received, data may be migrated at your expense, including charges for time and materials at ROK's standard hourly rates, and only after payment of storage fees for the period subsequent to termination.

10. Maintenance

ROK may from time to time conduct routine tests, maintenance, upgrade, or repair on any part of the network, and ROK shall use commercially reasonable efforts to give you prior notice thereof. You acknowledge that there may be instances where it is not practicable for ROK to give notice of a disruption, for example, in the event of an emergency, and ROK shall be entitled to disrupt the Services to conduct restoration and remedial works without prior notice

11. Unauthorized Access to Your Data or Use of the Services

ROK is not responsible to you for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from ROK's failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any employee of yours, any person to whom you have given access to the Services, and any person who gains access to your data or the Services because of your failure to use reasonable security precautions, even if you did not authorize such use.

12. Confidential Information

Each party will safeguard and keep confidential all Confidential Information of the other and will return the other's Confidential Information upon request, except to the extent further retention of such Confidential Information is necessary for a party to perform any post-termination obligations or exercise any post-termination rights under



ROK Terms of Service Agreement

this Agreement. Each party agrees to safeguard the other's Confidential Information using measures that are equal to the standard of performance used by the Non-Disclosing party to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care. Neither party will use any Confidential Information of the other party for any purpose except to implement its rights and obligations under this Agreement and as otherwise expressly contemplated by this Agreement; provided, however, that if any party or its representatives is requested or required to disclose any Confidential Information by a subpoena or court order, that party will promptly notify the other party (unless prohibited by such subpoena or order) of such request or requirement so that the other party may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of this Agreement, and if, in the absence of such relief or waiver hereunder, any party or its representative are, in the opinion of its counsel, legally compelled to disclose Confidential Information, then that party may disclose so much of the Confidential Information to the person compelling disclosure as is, according to such opinion, required, without liability hereunder.

13. Limited Warranty

ROK represents that it shall provide the Services in compliance with its Service Level Agreement. EXCEPT FOR THIS WARRANTY, ROK AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE, AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ROK SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, ROK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY, OR COMPLETENESS OF DATA TRANSMITTED OVER THE INTERNET, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH THE INTERNET OR THE SERVERS UPON WHICH THE SERVICES ARE PROVIDED. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD, AND OTHER SECURITY MEASURES TO PROTECT YOUR SYSTEMS, DATA, AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

14. Limitation of Liability

EXCEPT FOR ROK'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, ROK'S AND ITS LICENSOR'S EXCEPT TO THE EXTENT SET FORTH IN THE SERVICE LEVEL AGREEMENT, ROK SHALL HAVE NO LIABILITY SHOULD THERE BE ANY DELAY IN THE PROVISION OF THE SERVICE. ROK AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR ANY DATA SUPPLIED THEREWITH OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICES, EVEN IF ROK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE SHALL ROK ASSUME ANY LIABILITY OR RESPONSIBILITY TO YOU FOR SUSPENSION OF SERVICE TO THE EXTENT PERMITTED BY THIS AGREEMENT

15. Indemnification

ROK shall defend, indemnify and hold you, your affiliates or any of your or their respective employees, agents or suppliers, harmless from and against any and all costs, liabilities, judgments, actions, losses and expenses (including, but not limited to, reasonable attorneys' fees and fees of experts) (collectively, "Losses") arising out of any threatened or actual claim, suit, action, arbitration or proceeding (collectively, "Claims") by any third party arising out of or relating to (i) ROK's gross negligence or willful misconduct or (ii) a claim that the Services as provided by ROK under this Agreement infringe upon the United States patent or copyright of a third party; provided that (a) you give ROK prompt written notice of the claim, (b) you permit ROK sole control over the defense and settlement of the claim, and (c) you reasonably cooperate with ROK in the defense and/or settlement of the claim. You shall defend, indemnify and hold ROK, its affiliates or any of its respective employees, agents or suppliers, harmless from and against any and all Losses arising out of or relating to (i) your gross negligence or willful misconduct or (ii) your violation of the Acceptable Use Policy or the law; provided that (a) ROK gives you



ROK Terms of Service Agreement

prompt written notice of the claim, (b) ROK permits you sole control over the defense and settlement of the claim, and (c) ROK reasonably cooperates with you in the defense and/or settlement of the claim. Your obligation under this Section 15 include claims arising out of acts or omissions by your employees, users and any other person who gains access to the Services because of your failure to use reasonable security measures.

16. Ownership of Intellectual Property

Software; Hardware and IP Addresses Each of us shall retain all rights, title, and interest in and to each party's respective intellectual property rights, including without limitation, all patents, inventions, trademarks, copyrights, and trade secrets. Any intellectual property used, developed, or otherwise reduced to practice in providing the Services to you shall be the sole and exclusive property of ROK and/or its licensors, unless we specifically agree in writing otherwise. You acknowledge and agree that you do not acquire any ownership interest in any of the servers or other hardware used to provide the Services hereunder. Similarly, we do not acquire any ownership interest in the content or data that you store on the servers or transmit via the Services. You acknowledge and agree that third-party software and hardware are used in the provision of Services. Accordingly, you agree to abide by the terms and conditions of any end user licenses or other agreements relating to the use of such hardware or software. You acknowledge and agree that any IP addresses that ROK may assign to you regarding the Services are registered to and owed by ROK and upon any expiration or termination of this Agreement, you agree to release and cease using any such IP addresses.

17. Miscellaneous

a. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, you shall not solicit or hire the services of any employee or subcontractor of ROK without the prior written consent of ROK.

b. Force Majeure.

ROK shall not be deemed to be in breach of this Agreement and shall have no liability hereunder if its obligations are delayed or prevented by any reason of any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of your agents or your third-party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

c. Notice of Claim and Filing of Suit.

You must present any claim in writing to ROK within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented so as to permit the parties to attempt to resolve the claim. All applicable statute of limitations as established by law shall apply.

d. Notices.

Except to the extent that notices may be sent by electronic mail as specifically set forth in this Agreement, notices under this Agreement will be sufficient only if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by internationally recognized overnight carrier or (iii) personally delivered. Notices shall be deemed delivered upon receipt by the other party. Notices to you shall be sent to the mailing address associated with your account. Notices to ROK shall be sent to ROK Technologies, LLC., 1 Carriage Lane #B201, Charleston, SC 29407 Attn: Legal. Either party may change their notices address by written notice to the other party.

e. Survival.

The provisions of Sections 1, 11, 12, 13, 14, 15 and 16 shall survive any termination or expiration of this Agreement.



ROK Terms of Service Agreement

f. Authority; Assignment.

You acknowledge that you have the authority to enter into this Agreement on behalf of your company and that you may authorize other individuals to purchase additional services. This Agreement binds any of your authorized users, as well as your heirs, executors, successors, and assigns.

This Agreement may not be assigned by you without the prior written consent of ROK, which shall not be unreasonably withheld or delayed.

g. Governing Law; Jurisdiction.

This Agreement is governed by the laws of the State of Florida excluding its conflicts of laws principles and venue shall be proper and shall lie exclusively in the Superior Court of Volusia County, Florida.

h. General

This Agreement, together with the Service Level Agreement, Acceptable Use Policy, any other documents referenced herein and any amendments signed between the parties, constitutes the entire understanding between ROK and you with respect to subject matter hereof. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by ROK in writing.

i. Scope of Services

ROK will provide you with application development services as mutually agreed upon and described in the attached Statement of Work. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

Statements of Work will be written documents setting forth at a minimum:

- A complete, sufficiently-detailed description of the types of development services to be rendered;
- The applicable billing rates for the development services to be rendered (Services Fees); and
- Any additional terms and conditions to which the parties may agree.

The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by you and ROK

Executive Staff of yours and ROK and will review the status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. You and ROK agree to execute and maintain copies of these status reports.



ROK Terms of Service Agreement

Service Level Agreement

This Service Level Agreement (the "SLA") is an integral part of your agreement with ROK Technologies, LLC, a South Carolina limited liability company ("ROK") for the provision of services (collectively the "Services") set forth on the ROK Terms of Service Agreement.

This SLA defines the terms of our responsibility with respect to the Services that we provide (the "Service Commitments") and your remedies if we fail to meet these Service Commitments. This SLA and the refunds set forth herein (the "Service Credits") represent ROK's sole obligation and your sole remedy for our failure to meet such Service Commitments. The Service Commitments under this SLA are as follows:

Network Uptime

ROK guarantees 99.9% network uptime for our public Internet network, excluding scheduled maintenance. Notwithstanding the foregoing, you recognize that the internet is comprised of thousands upon thousands of autonomous systems that are beyond the control of ROK. This SLA and the 99.9% Network Uptime Service Commitment cover the provision of access by ROK to the global internet "cloud". Routing anomalies, asymmetries, inconsistencies, and failures of the Internet outside of the control of ROK can and will occur, and such instances shall not be considered any failure of the 99.9% Network Uptime Service Commitment. ROK proactively monitors network uptime. The results of these monitoring systems shall provide the sole and exclusive determination of network uptime

Infrastructure Uptime

ROK guarantees that the critical infrastructure systems will be available 99.9% of the time in each month, excluding scheduled maintenance. Critical infrastructure systems include all power and HVAC infrastructure, including UPS, PDU and cabling. Critical infrastructure systems do not include any software or services running on a server, nor do they include any server hardware. ROK proactively monitors infrastructure availability. The results of these monitoring systems shall provide the sole and exclusive determination of infrastructure availability.

Host Uptime

ROK guarantees the functioning of all server hosts, including compute, storage, and hypervisor. If a server host fails, we guarantee that restoration or repair will be complete within one hour of problem identification. If a server migration is required because of server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine, in our reasonable judgment, that we must begin the migration sooner to protect your server data. Either way, we guarantee that the migration will be complete within three hours of the time that we begin the migration. ROK proactively monitors host uptime. The results of these monitoring systems shall provide the sole and exclusive determination of host uptime.

Backup Responsibility

ROK performs database backups nightly as part of this agreement. Static web applications are backed up on a weekly basis.

ROK may modify any aspect of this SLA upon thirty (30) days' prior notice. Should you wish to terminate this Agreement because of such modification, you may do so by sending a notice of termination via an email to sales@roktech.net any time prior to the effective date of such modification and no Early Termination Fees will apply. Absent such termination notice, the modified SLA shall apply from the effective date for as long as you continue to retain Services from ROK.



ROK Terms of Service Agreement

Acceptable Use Policy

This Acceptable Use Policy (the "Policy" or "AUP") is an integral part of your agreement with ROK Technologies, LLC, a South Carolina limited liability company ("ROK") for the provision of services (collectively the "Services") set forth on the ROK Terms of Service Agreement.

This Policy is designed to help protect ROK's customers from irresponsible and/or illegal activities. The Policy is a non-exclusive list of the actions prohibited by ROK, and ROK reserves the right to modify the Policy at any time, effective upon notice to you. ROK reserves the sole and absolute right to interpret, apply, define, and implement this Policy.

Illegal Use

Any use of ROK Services in a manner which is defined or deemed to be statutorily illegal is a direct violation of ROK's AUP. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing scheme, "Ponzi schemes", invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.

Export Regulations

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom ROK is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, or as otherwise prohibited by law, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

Offensive Content

You may not use any ROK Service to distribute content or links to content that ROK reasonably believes:

- Constitutes, depicts, fosters, promotes, or relates in any manner to adult content, including, without limitation, child pornography, bestiality, or nonconsensual sex acts;
- Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- Is unfair or deceptive under the consumer protection laws of any authority, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with an investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Infringes on another person's copyright, trade, or service mark, patent, or other property right;
- Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to ROK;
- Is otherwise malicious or fraudulent, or may result in retaliation against ROK by offended recipients; or
- Is intended to harass or threaten.

Child Pornography



ROK Terms of Service Agreement

ROK has a zero-tolerance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is in direct violation of federal law and ROK's AUP.

Denial of Service

ROK absolutely prohibits the use of services or network services for the origination or control of denial of service ("DoS") attacks or distributed denial of service ("DDoS") attacks. Any relation to DoS or DDoS type activity is a direct violation of ROK's AUP.

Server Abuse

Any attempts to undermine or cause harm to an ROK server or subscriber of ROK is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain services or information not intended for you or your use without the consent of the owner;
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization;
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting, or otherwise impairing a computer's functionality or the operation of the ROK's systems;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interfering with, intercepting, or expropriating any system, data, or information which you do not have the right to access; and
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system.

You agree that we may quarantine or delete any data stored on the ROK network if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the network or other customers' data that is stored on the network.

IRC

We do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also, any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

Proxies

We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

Game Servers

We do not allow game servers (dedicated game server programs) of any kind.

Fraudulent Activities

ROK prohibits utilizing dedicated services or network services for fraudulent activities. Participation in fraudulent activities is in direct violation of state and federal law and ROK's AUP.



ROK Terms of Service Agreement

Distribution of Malware

ROK prohibits the storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, keystroke capture programs and other programs normally used in malicious activity; provided, however, programs used in the normal ordinary course of business are deemed acceptable. As an example, a security company hosting at ROK analyzes the latest root kit for new security analysis/software.

Phishing

ROK strictly prohibits any activity associated with phishing or systems designed to collect personal information (name, account numbers, user names, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.

HYIP or Ponzi Schemes

High Yield Investment Plans or Ponzi schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking, and/or advertising via email websites or schemes designed to defraud.

You may not attempt to probe, scan, penetrate or test the vulnerability of an ROK system, subsystem, or network or to attempt to breach security or authentication measures, whether by passive or intrusive techniques, without ROK's express written consent.

IP Address Usage

You may only use IP addresses assigned to you by ROK about your ROK Services. You agree that if the ROK IP addresses assigned to your account are listed on an abuse database, you will be in violation of this AUP, and ROK may take reasonable action to protect its IP addresses, including suspension and/or termination of your Service, regardless of whether the IP addresses were listed because of your actions.

Bulk Mail

You may not use any ROK Service to send Bulk Mail. "Bulk Mail" means email messages of similar content that are sent to more than two hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction. A mail message sent to other users within your domain names hosted on the ROK system is not considered Bulk Mail.

Unsolicited Mail

You may not send unsolicited email. Email is unsolicited if you have no pre-existing relationship with the recipient, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email. You may not send email of any kind to a person who has indicated that they do not wish to receive it. Any such email shall comply with all laws and regulations, including without limitation, the CAN SPAM Act.

Message Source

You may not obscure the source of your email in any manner, including by intentionally omitting, forging, or misrepresenting messages headers or return addresses.

Email Abuse Complaints

Complaints from email recipients and third-party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary. ROK shall have the right



ROK Terms of Service Agreement

to terminate your mail service if we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault.

Blacklisting/Retaliation

ROK may terminate your Services if your email address or related IP number(s) is/are blacklisted by any third-party, or ROK is retaliated against because of your use of the mail system, regardless of whether you are in breach of this AUP or are otherwise at fault.

UseNet SPAM

The use of dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of ROK's AUP. This includes UseNet services located within the ROK network or unrelated third-party networks.

Contact Information Filed with Domain Name Registrar

You must have valid and current information on file with your domain name registrar for any domain hosted on the ROK network. You agree that if you register a DNS record or zone on ROK managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrar's WHOIS system, that, upon request from the registrant or administrative contact according to the registrar's WHOIS system, ROK may modify, transfer, or delete such records or zones

You, the customer, acknowledge that to facilitate efficient server management, inventory, and related activities, the ROK servers may include an ROK administrative account and password and/or an ROK daemon. All reasonable precautions are made by ROK to maintain the security of these tools and the privacy of client data. You will not tamper, hinder, delete or in any way change the functioning of these tools.

Disclosure to Law Enforcement

Occasionally, ROK is required by law to submit customer information to law enforcement officials when presented with a valid subpoena or order from a court or governmental entity. Information requested is disclosed as directed pursuant to the subpoena or order. ROK utilizes great care in keeping customer information safe and private and will only release information have described in the subpoena order. ROK will notify customer of the information request to the extent permitted by the subpoena or order.

Reporting Violation of the Acceptable Use Policy

ROK accepts reports of alleged violations of this AUP via techops@ROK-us.com. Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. ROK owes no duty to third parties reporting alleged violations; provided, however, ROK will use commercially reasonable efforts to review all verified third-party reports and will take appropriate actions.

Disclaimer: ROK retains the right, at its sole discretion, to refuse new service to any individual, group, or business. ROK also retains the right to discontinue service to customers with excessive and/or multiple repeated violations. No credit will be available under ROK's Service Level Agreement for interruptions of service resulting from AUP violation.



ROK Terms of Service Agreement

IN WITNESS WHEREOF, the parties hereto have caused this ROK Terms of Service Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.

City of Perry GA

By: _____

Name: _____
Title: _____

ROK Technologies, LLC

By:  _____

Michael Murphy, President



Where Georgia comes together.

City of Perry Special Events Application

Applicant and Sponsoring Organization Information

Name: Perry Area Chamber of Commerce
Name of individual representing sponsor organization: Darlene McLendon & Bonnie Giles
Street address: 900 Carroll Street
City/State/Zip code: Perry, GA 31069
Mailing address if different from above:
Cell phone: Darlene 678-877-7679 Bonnie 478-293-7307
Email address: darlene@perrygachamber.com bonnie@perrygachamber.com
If this event benefits a City of Perry non-profit organization, which one? Perry Area Chamber of Commerce
Contact person on site for day of event: Fireworks - Darlene McLendon Parade - Bonnie Giles
Cell phone: Darlene 678-877-7679 Bonnie 478-293-7307
Is this a first time event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If held before, when and where? Every year in Perry

Event Information

Type of event (Check all that apply): <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Concert/Music <input checked="" type="checkbox"/> Other
* For parades, races and block parties, please, request the event applications specific to those events.
If other, specify: Fireworks
Event title: Independence Parade and Freedom Fireworks
Event date: Sunday, June 24, 2018
Event hours: Start: 6 pm End: After the fireworks at dark
Set-up: Date: June 24, 2018 Time: Line up zone for parade closes at 4 pm
Break down: Date: June 24, 2018 Time:
Expected attendance: Participants: Spectators:

Event Description

Briefly describe event and activities. Include the purpose of the event. Explain how it benefits the City of Perry and its residents. Attach any of the following that are applicable: site plan, including location of stage, restroom facilities, vendor booths, etc.

The purpose of the event is to bring another "quality of life" option to the Perry Area, honor our hometown heroes, and celebrate Perry's patriotic pride. Events like these make Perry a great place to live and help spotlight Perry in our surrounding communities. They also help our development authorities to recruit business to the Perry area by providing one of the key elements used in attracting industry and small business. Events like these help to make Perry a great place to live, play, and do business.

I understand that only event activities outlined an approved in this application and approved by Perry City Council are permitted, and hosting additional activities that have not been approved may be grounds for the event permit to be revoked. Yes No

Event Details

Attach schedule or brochure for all activities associated with event.

Will items or services be sold at the event? Yes No

If yes, describe: A food or beverage vendor may be placed in the old courthouse parking lot for the parade. Other vendors will be at the Georgia National Fairgrounds for the fireworks event.

Will event have amplified sound? Yes No

If yes, describe: Some units in the parade will have music. A band is scheduled to play at GNFA.

Is the event free to the public? Yes No

Will vendors cook or heat food? Yes No

If yes, describe: If food vendors are used, we will consult with the Health Department.

Will any areas be fenced off or barricaded? Yes No

If yes, describe: Only at GNFA

If event is downtown, will downtown businesses be open during the event? Yes No

If event includes music, please, list names of bands and their websites or Facebook pages below:

The Celebration Band will perform at the Fireworks event. www.facebook.com/Celebration-140918559271923

Insurance

A certificate of insurance must be filed with the City of Perry City Clerk at least 30 days before the event on a standard ACORD form. The City of Perry must be listed as an additional insured with respect to general liability and alcohol liability if alcohol will be served. Check the policy document for required general liability and alcohol liability minimum coverage amounts.

Insurance form(s) attached

Alcohol Permit Information

* Serving beverages in glass bottles at events is prohibited. Event organizer will notify any participating restaurants not to allow glass bottles to leave their premises.

* Event organizer will stop alcohol service one hour before the scheduled end of the event.

Does your event involve the sale of alcoholic beverages? Yes No

If yes, describe:

* If alcoholic beverages are to be sold, a special event alcohol permit is required, and a copy of the state license must be sent to the City of Perry City Clerk at least 60 days before the event is to be held.

Name of business serving alcohol:

Street address of business serving alcohol:

City/State/Zip Code:

Mailing address if different from above:

Cell phone:

Email address:

Name of licensee:

License number:

Is a copy of the licensee's alcohol license attached? Yes No

Hours alcohol will be served at event:

Is alcohol serving area open to public? Yes No

Is this an open container request? Yes No

Is current alcohol liability insurance policy naming City of Perry as additional insured attached? Yes No

Is a copy of the special event alcohol permit from the City of Perry Police Department attached?
 Yes No

Terms & Conditions:

I hereby agree that as a condition to the issuance of a Special Event Alcohol Permit, the business owner/sponsor of the event shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with the event. I hereby solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a Special Event Alcohol Permit are true, and no false or fraudulent

statement or answer is made herein to procure the granting of such permit.	
I hereby state and understand that should a complaint be filed against the owner/sponsor of the event for violation of any regulation associated with the application for the City of Perry Alcoholic Beverage Catering License, the permit issued for the event will immediately become void and will not be reissued for the same location.	
Licensee's name:	Date:
Licensee's signature:	
Sworn and attested before me on this _____ day of _____, 20_____	
Signature of special event organizer/applicant:	
Name, signature and stamp of Notary Public:	
* The sale of alcohol/mixed drinks requires excise reporting.	

Street Closure Requests

Names of streets to be closed:		
Street: Washington Street	4 pm	Between: Sam Nunn and: Northside Drive
Street: Washington Street		Between: Northside Dr. and: Main Street
Street: Main Street		Between: Washington and: General Courtney Hodges
Street: General Courtney Hodges Blvd		Between: Main Street and: Larry Walker Parkway
Street: Larry Walker Parkway		Between: Gen. Court. and: North Gate of GNFA
Street:		Between: and:
Street:		Between: and:
When are you requesting the street closure(s)? Line up at 4 pm - Parade route as called by Police - Step off at 6 pm		
Why are you requesting the street closure(s)? For Parade		
Type of street closure: <input type="checkbox"/> Complete <input checked="" type="checkbox"/> Rolling As Perry Police Department sees necessary		
If event includes a parade, describe the parade route: We will use the City of Perry's Parade Route 1 Steps off at 6 pm from the corner of Washington and Northside Drive, turns right onto Main Street, follows Main Street to General Courtney Hodges Blvd., follows General Courtney Hodges Blvd. to Larry Walker Parkway and turns left, follows Larry Walker Parkway to the North gate of the Georgia National Fairgrounds, enters the fairgrounds and loops around in the north field so that riders can disembark.		
Parade assembly area: Washington Street Parade disbanding area: North Gate field GNFA		
The event organizer is responsible for notifying affected businesses and residents of street closures. Describe your notification plan and attach a copy with this application: A letter will be sent to downtown businesses and churches that will be effected. The event will be marketed on 41 NBC, Cumulus Radio, I Heart Media stations, the Houston Home Journal, and the Telegraph. We will also have 10 billboards, a facebook event, and we will market through mass e-mails, posters, flyers, table tents, etc. The community as a whole should be well informed.		

Restroom Facilities

Will event organizer provide portable restroom facilities? Yes No

Tram/Shuttle Plan

Will event involve the use of a tram/shuttle plan? Yes No

How many trams/shuttles will be required? Three (3)

Please, describe or provide an attachment of your tram/shuttle plan and route:

We would like to use three trams to give veterans a chance to ride in the parade as our Hometown Heroes. Trams will stage in the library parking lot and ride near the front of the parade. After the parade, they will return the riders to the library parking lot.

Please, describe your parking plan:

For the parade line up, participating vehicles can only enter from Sam Nunn Blvd. Non-participating vehicles are not allowed in the line up. Riders are encouraged to be dropped off and walk in. Spectator parking is spread out along the route, but is not specifically designated. For the fireworks event, spectators will park in the West parking lot at GNFA.

Sanitation

Describe your clean-up plan for during and after the event:

The Perry Chamber of Commerce humbly requests clean up by the City of Perry Public Works Department.

Electricity and Water

Will your event require access to electricity? Yes No

If so, where?

What electrical load will you require?

Will your event require access to water? Yes No

If so, where?

I understand that I may incur an additional charge for use of City electricity and/or water:

Yes No

Police/Security

* If police/security is required for event, off-duty officers may be hired at the rate at a rate set by the Chief of Police per hour for the duration of the event, with a minimum of three hours.

* Based on the event, the Police Department will determine how many officers will be required.
* An officer is required to be on duty at any event where alcohol is served on City of Perry property.

Number of officers requested:

Total hours for officers requested:

Fire and Emergency Medical Services

Describe your plan for providing emergency medical services:

The Perry Chamber of Commerce requests to work with the Perry Fire and Police Departments as we have in the past.

*If Emergency Medical or Fire Protection Services are required for the event, off-duty members can be hired at a rate set by the Chief of Fire and Emergency Services per officer per hour. The Chief of Fire and Emergency Services Department reserves the right to set the staffing minimums based upon the specifics of the event (including type of event, expected attendance, time of year and areas to be affected).

Weather Emergency Procedures

* When lightning and/or thunder occurs, advise participants to seek shelter in a car or building. Please, wait 20-30 minutes before proceeding.

I understand that the City of Perry Chief of Fire and Emergency Services or his/her designee may determine that weather conditions are too dangerous and cancel the event at any time.

Yes No

Health Department

I understand that the City of Perry does not schedule Health Department inspections and will work with vendors to schedule any required inspections by the Houston County Health Department, 98 Cohen Walker Drive, Warner Robins, (478) 987-2020 at least two weeks before the event. Yes No

Event Publicity

If you would like your event included in the upcoming FYI Newsletter, please, submit your news release to the City of Perry Digital Communications Manager at least one month before your event at ellen.palmer@perry-ga.gov.

Indemnification and Hold Harmless

Subject to the granting of all permits required by the City of Perry, the City of Perry authorizes Perry Area Chamber of Commerce _____ (Special event organizer/applicant) to utilize the sites(s) known as Washington, Main, General Courtney Hodges for the purposes of conducting the activities described within the special events permit application.

The special events organizer/applicant agrees that the City of Perry assumes no responsibility or liability for any defects or other conditions on the site of the event on City of Perry property, whether the conditions are known or unknown to either party and/or discoverable by either party. The special events organizer/applicant agrees to assume the risk for any and all defects and/or other conditions, whether these defects and or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party and/or known or unknown to either party.

The special events organizer/applicant shall indemnify and hold City of Perry and its officers, agents and employees harmless and free from any and all claims, including but not limited to personal injury, property damage, alleged to have arisen or resulted wholly or partially from the exercise of any of the rights granted herein to the special event organizer/applicant. This indemnification and hold harmless agreement includes, but is not limited to, the payment of all attorney fees, expenses, costs, judgment and other expenses that may be incurred by City of Perry, its officers, employees or agents as a result of any and all such claims.

Signature of special event organizer/applicant:

Darlene McLendon

Name, signature and stamp of Notary Public:

Date:

Agreement and Signature

An application processing fee is required at the time of the application's submittal to the City of Perry. If alcohol is being served, an additional special event alcohol permit is also required at time of the application's submittal. If the application is approved, fee will be rolled over into permit fee. An application must be submitted in time to be included on a Perry City Council meeting agenda for consideration at least 60 days before the proposed event or festival.

I, the undersigned representative, have read the rules and regulations referenced in this application and am duly authorized by the organization to submit this application on its behalf. The information herein is complete and accurate.

Printed name: Darlene McLendon

Signature: *Darlene McLendon*

Date: 05-02-18

Special event application fee enclosed

Special event alcohol permit application section enclosed

Please, send completed application to:

City of Perry
Attn: City Clerk
P.O. Box 2030

Office Use Only

Date received:	
<input type="checkbox"/> Special event application fee received	
<input type="checkbox"/> Council approval for event received	Council approval date:
<input type="checkbox"/> Proof of liability insurance coverage naming the City as additional insured received	
<input type="checkbox"/> Proof of alcohol liability insurance coverage naming the City as additional insured received	
<input type="checkbox"/> City staff will notify affected businesses, residents and utility holders if event is downtown	

Signatures Required for Approval

Police Department _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Fire and Emergency Services _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Public Works _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Other as needed <i>Main Street - Catherine Ferris</i>
Date received: <i>5/9/18</i>
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input checked="" type="checkbox"/> Recommend approval with conditions
Approval conditions: <i>insurance if required + contact Health Dept.</i>



City Services Request
Sunday, June 25th

Parade Route 1 – Loading on Washington Street; Step off 6 pm.

Four sets of bleachers placed on Main Street against the curb backing up to the Houston County Building and facing the New Perry Hotel. Trash cans placed along the route of the parade (not in camera line at bleachers).

City American Flags up for promotion of the event.

Assistance from the Fire Department staging the line-up zone (marking the streets prior to load-in) and loading units into the zone. Space number signs will be given to each vehicle as they come into the lineup zone to place in their windshield. At minimum 5 members of the PFD assisting the Chamber organizers and volunteers. The Chamber will provide the line-up prior to June 25th.

The use of the antique Fire truck for the parade. Please let us know where City Council, the Mayor, and any other City VIP's will ride for the television script.

City to request and operate three GNFA trams for Military Veterans to ride in during the parade.

All necessary precautions from the Perry Police Department for road closures for the Parade staging area and route. City Parade Route #1 will be used with load in at the top of Washington Street. Road Closures should start at 4:00 pm in the staging zone and at 5:00 pm along the Parade Route. Staging begins at 5 pm. Step off at 6 pm. Route ends at the North Gate of the Georgia National Fairgrounds. The lead car should loop around in the parking lot at the North Gate so that parade riders can disembark.

Traffic control for the event located at the West Gate of the Georgia National Fairgrounds. Event begins at 7 pm.

Police presence including K-9 units on the grounds of the Georgia National Fairgrounds during the Freedom Fireworks event 7 pm until 10 pm. No personal fireworks will be allowed within the footprint of the event.

Mobile Command Station at the Fireworks event near the VIP tent. Use of separate radio line between Chamber President and Fire Chief for emergencies.

Fire protection on the Georgia National Fairgrounds during the Freedom Fireworks events 7 pm until 10 pm.

The Fireworks display will blow beginning at dark for approximately 15 minutes.

Traffic control for patrons leaving the Freedom Fireworks event at the Georgia National Fairgrounds.

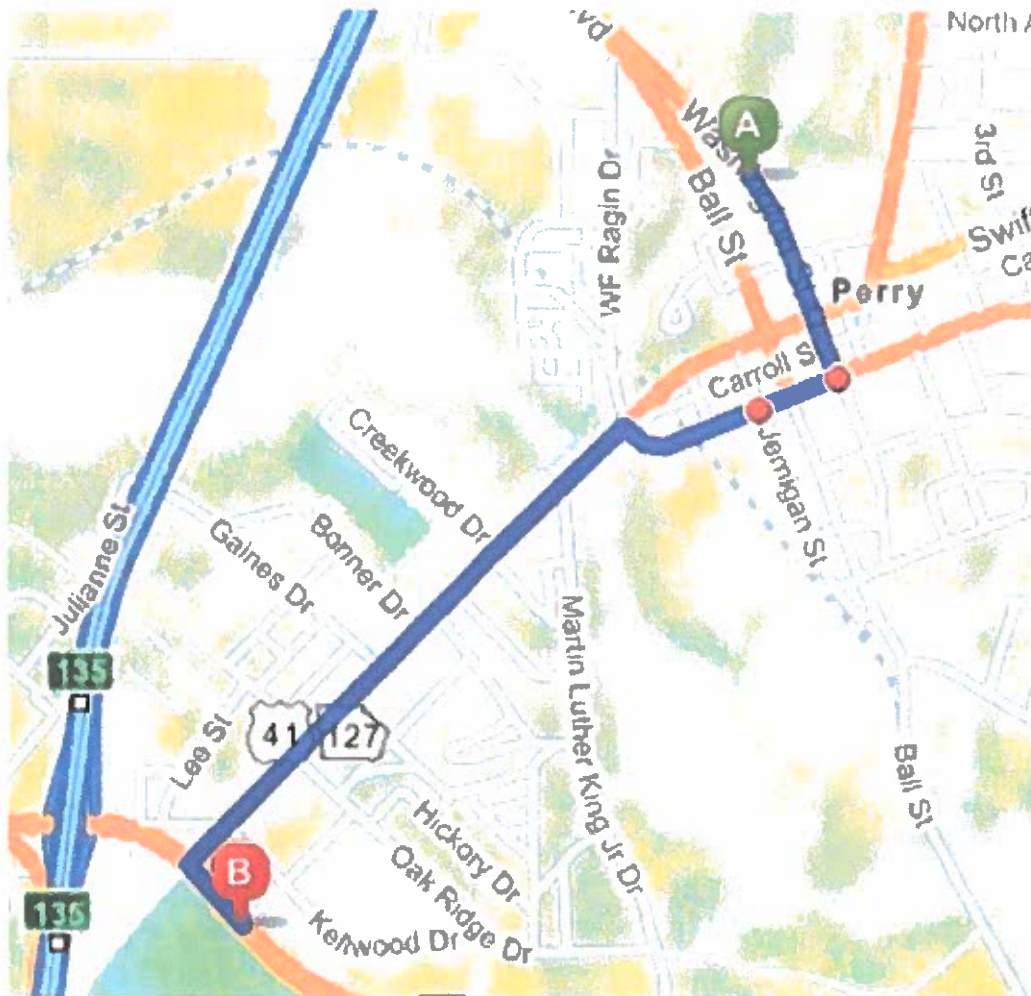
PERRY

Chamber Of Commerce
Independence & Freedom *parade*
FIREWORKS



City Services Request
Sunday, June 24th

Parade Route 1 – Loading on Washington Street; Step off 6 pm.





Perry Area Chamber of Commerce

900 Carroll Street
Perry, GA 31069
Phone: (478) 987-1234
Fax: (478) 988-1234
admin@perrygachamber.com
www.PerryGACHamber.com

OFFICERS

*CHAIRMAN
Dan Perdue*

*PAST CHAIRMAN
Dale Williams*

*VICE CHAIR
Dey Palmer*

*SECRETARY/TREASURER
Dave Forrester*

*LEGAL COUNSEL
Rob Tuggle*

BOARD DIRECTORS

*2018
Paul Boyer
Felicia Kindler
Rodney Smith*

*2019
Andy Crook
Jeff Leonard
Mike Moore*

*2020
Scott Cox
Ashley Croley
Tim Lowrimore*

STAFF

*President/CEO
Darlene McLendon*

*Director of Events
and Communication
Bonnie Giles*

*Member Services
Coordinator
Lorrie Laymon*

*Administrative
Assistant
Elaine Clayton*

May 5, 2018

City of Perry
1211 Washington Street
Perry, GA 31069

RE: Parade Fee Waiver

Dear Mayor and Council,

The Perry Area Chamber of Commerce would like to request a parade fee waiver for the upcoming Independence Parade.

The parade is scheduled for Sunday, June 24th beginning at 6pm and will include many community organizations as participants. As last year, the parade will proceed through downtown Perry before concluding at GNFA with an evening celebration and fireworks.

The Chamber has once again partnered with area media outlets and looks to enjoy much positive exposure for the community. The Chamber Board and staff appreciates our relationship with the City and thank you in advance for considering our request.

Should you have any questions or concerns please feel free to contact me directly.

Sincerely,

Darlene McLendon
President & CEO
Perry Area Chamber of Commerce

GROW Business GROW Community



Where Georgia comes together.

City of Perry Special Events Application

Applicant and Sponsoring Organization Information

Name:	Downtown Merchants (Council) Wine Tasting
Name of individual representing sponsor organization:	Megan Wilson Brent
Street address:	900 CARROLL ST
City/State/Zip code:	Perry, GA 31069
Mailing address if different from above:	
Cell phone:	478 954 2097
Email address:	meg.brent1015@gmail.com
* The individual's name and contact information stated above will also be distributed to answer public inquiries about the event.	
If this event benefits a City of Perry non-profit organization, which one?	Perry Downtown Merchants Council
Contact person on site for day of event:	Jim Lay
Cell phone:	478-737-6532
Is this a first time event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If held before, when and where?	Downtown, 2017, 2016, 2015, 2014

Event Information

Type of event (Check all that apply):	<input type="checkbox"/> Parade <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Concert/Music <input checked="" type="checkbox"/> Other
* For parades, races and block parties, please, request the event applications specific to those events.	
If other, specify:	
Event title:	The Perry Merchants Council 6th Annual Progressive Wine Tasting
Event date:	June 1, 2018
Event hours:	Start: 6:00 pm End: 9:00 pm
Set-up:	Date: 6/1/18 Time: 3:30 pm
Break down:	Date: 6/1/18 Time: 9:00 pm (directly following event)
Expected attendance:	Participants: 200+ Spectators:

Event Description

Briefly describe event and activities. Include the purpose of the event. Explain how it benefits the City of Perry and its residents. Attach any of the following that are applicable: site plan, including location of stage, restroom facilities, vendor booths, etc.

The purpose of this event is to promote local members/merchants in ADMC

I understand that only event activities outlined an approved in this application and approved by Perry City Council are permitted, and hosting additional activities that have not been approved may be grounds for the event permit to be revoked. Yes No

Event Details

Attach schedule or brochure for all activities associated with event.

Will items or services be sold at the event? Yes No (ticketed event)

If yes, describe:

none (tickets)

Will event have amplified sound? Yes No

If yes, describe: live band

Is the event free to the public? Yes No

Will vendors cook or heat food? Yes No

If yes, describe:

Will any areas be fenced off or barricaded? Yes No

If yes, describe: streets blocked for safety

If event is downtown, will downtown businesses be open during the event? Yes No

If event includes music, please, list names of bands and their websites or Facebook pages below:

The Megan Brent Blues Band

Insurance

A certificate of insurance must be filed with the City of Perry City Clerk at least 30 days before the event on a standard ACORD form. The City of Perry must be listed as an additional insured with respect to general liability and alcohol liability if alcohol will be served. Check the policy document for required general liability and alcohol liability minimum coverage amounts.

Insurance form(s) attached *on file w/ Chamber of Commerce*

Alcohol Permit Information

* Serving beverages in glass bottles at events is prohibited. Event organizer will notify any participating restaurants not to allow glass bottles to leave their premises.

* Event organizer will stop alcohol service one hour before the scheduled end of the event.

Does your event involve the sale of alcoholic beverages? Yes No (*ticketed*)

If yes, describe:

wine @ each participating business via ticket sales

* If alcoholic beverages are to be sold, a special event alcohol permit is required, and a copy of the state license must be sent to the City of Perry City Clerk at least 60 days before the event is to be held.

Name of business serving alcohol: *The Perfect Pear Catering, LLC*

Street address of business serving alcohol: *922 Camell St*

City/State/Zip Code: *Perry, Ga 31099*

Mailing address if different from above:

Cell phone: *478-954-2097*

Email address: *meg.brent1015@gmail.com*

Name of licensee: *Megan Brent* License number: *00609781*

Is a copy of the licensee's alcohol license attached? Yes No

Hours alcohol will be served at event: *6-9pm*

Is alcohol serving area open to public? Yes No

Is this an open container request? Yes No

Is current alcohol liability insurance policy naming City of Perry as additional insured attached? Yes No *licensed by city and state (Perfect Pear)*

Is a copy of the special event alcohol permit from the City of Perry Police Department attached? Yes No

Terms & Conditions:

I hereby agree that as a condition to the issuance of a Special Event Alcohol Permit, the business owner/sponsor of the event shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with the event. I hereby solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a Special Event Alcohol Permit are true, and no false or fraudulent

statement or answer is made herein to procure the granting of such permit.

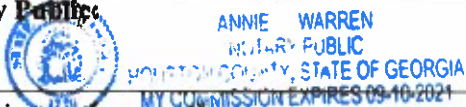
I hereby state and understand that should a complaint be filed against the owner/sponsor of the event for violation of any regulation associated with the application for the City of Perry Alcoholic Beverage Catering License, the permit issued for the event will immediately become void and will not be reissued for the same location.

Licensee's name: Meagan Brent Date: 5/1/18

Licensee's signature: [Signature]

Sworn and attested before me on this 1st day of May, 20 18

Signature of special event organizer/applicant:

Name, signature and stamp of Notary Public: [Signature]


* The sale of alcohol/mixed drinks requires excise reporting.

Street Closure Requests

Names of streets to be closed:

Street: Ball Street Between: Main and: Commerce

Street: Carroll Between: Jennigan and: Washington

Street: Between: and:

Street: Between: and:

Street: Between: and:

Street: Between: and:

Street: Between: and:

When are you requesting the street closure(s)? Public safety, foot traffic, Alcohol "Stop points"

Why are you requesting the street closure(s)?

Type of street closure: Complete Rolling

If event includes a parade, describe the parade route:

Parade assembly area: Parade disbanding area:

The event organizer is responsible for notifying affected businesses and residents of street closures. Describe your notification plan and attach a copy with this application:

* Use of city stage requested

Restroom Facilities

Will event organizer provide portable restroom facilities?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
--	---	-----------------------------

Tram/Shuttle Plan

Will event involve the use of a tram/shuttle plan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
How many trams/shuttles will be required?		
Please, describe or provide an attachment of your tram/shuttle plan and route:		
Please, describe your parking plan:	public parking lots	

Sanitation

Describe your clean-up plan for during and after the event:	trash receptacles throughout event.
---	-------------------------------------

Electricity and Water

Will your event require access to electricity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If so, where?	intersection of Carroll and Ball St.	
What electrical load will you require?		
Will your event require access to water?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, where?		
I understand that I may incur an additional charge for use of City electricity and/or water:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Police/Security

* If police/security is required for event, off-duty officers may be hired at the rate at a rate set by the Chief of Police per hour for the duration of the event, with a minimum of three hours.

- * Based on the event, the Police Department will determine how many officers will be required.
- * An officer is required to be on duty at any event where alcohol is served on City of Perry property.

Number of officers requested: *defer to Chief Lynn*

Total hours for officers requested: *u*

Fire and Emergency Medical Services

Describe your plan for providing emergency medical services:

Defer to Chief Parker

*If Emergency Medical or Fire Protection Services are required for the event, off-duty members can be hired at a rate set by the Chief of Fire and Emergency Services per officer per hour. The Chief of Fire and Emergency Services Department reserves the right to set the staffing minimums based upon the specifics of the event (including type of event, expected attendance, time of year and areas to be affected).

Weather Emergency Procedures

* When lightning and/or thunder occurs, advise participants to seek shelter in a car or building. Please, wait 20-30 minutes before proceeding.

I understand that the City of Perry Chief of Fire and Emergency Services or his/her designee may determine that weather conditions are too dangerous and cancel the event at any time.

Yes No

Health Department

I understand that the City of Perry does not schedule Health Department inspections. Vendors and/or event organizers are responsible for scheduling any required inspections by the Houston County Health Department, 98 Cohen Walker Drive, Warner Robins, (478) 987-2020 at least two weeks before the event. Yes No

Event Publicity

If you would like your event included in the upcoming FYI Newsletter, please, submit your news release to the City of Perry Digital Communications Manager at least one month before your event at ellen.palmer@perry-ga.gov.

Indemnification and Hold Harmless

Subject to the granting of all permits required by the City of Perry, the City of Perry authorizes Perry Merchants Tour (Special event organizer/applicant) to utilize the sites(s) known as Downtown Perry for the purposes of conducting the activities described within the special events permit application.

The special events organizer/applicant agrees that the City of Perry assumes no responsibility or liability for any defects or other conditions on the site of the event on City of Perry property, whether the conditions are known or unknown to either party and/or discoverable by either party. The special events organizer/applicant agrees to assume the risk for any and all defects and/or other conditions, whether these defects and or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party and/or known or unknown to either party.

The special events organizer/applicant shall indemnify and hold City of Perry and its officers, agents and employees harmless and free from any and all claims, including but not limited to personal injury, property damage, alleged to have arisen or resulted wholly or partially from the exercise of any of the rights granted herein to the special event organizer/applicant. This indemnification and hold harmless agreement includes, but is not limited to, the payment of all attorney fees, expenses, costs, judgment and other expenses that may be incurred by City of Perry, its officers, employees or agents as a result of any and all such claims.

Signature of special event organizer/applicant: [Signature]

Name, signature and stamp of Notary Public: [Signature]

Date: May 1, 2010



Agreement and Signature

An application processing fee is required at the time of the application's submittal to the City of Perry. If alcohol is being served, an additional special event alcohol permit is also required at time of the application's submittal. If the application is approved, fee will be rolled over into permit fee. An application must be submitted in time to be included on a Perry City Council meeting agenda for consideration at least 60 days before the proposed event or festival.

I, the undersigned representative, have read the rules and regulations referenced in this application and am duly authorized by the organization to submit this application on its behalf. The information herein is complete and accurate.

Printed name: Megan Wilson Brent

Signature: [Signature]

Date: 5/1/10

- Special event application fee enclosed
- Special event alcohol permit application section enclosed

Please, send completed application
to: City of Perry
Attn: City Clerk
P.O. Box 2030
Perry, GA 31069
(478) 988-2736
(478) 988-2705 (fax)
annie.warren@perry-ga.gov

Hand-deliver completed application to:
City Clerk at
Perry City Hall
1211 Washington Street
Perry, GA 31069

OR

Office Use Only

Date received:	
<input type="checkbox"/> Special event application fee received	
<input type="checkbox"/> Council approval for event received	Council approval date:
<input type="checkbox"/> Proof of liability insurance coverage naming the City as additional insured received	
<input type="checkbox"/> Proof of alcohol liability insurance coverage naming the City as additional insured received	
<input type="checkbox"/> City staff will notify affected businesses, residents and utility holders if event is downtown	

Signatures Required for Approval

Police Department _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Fire and Emergency Services _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Public Works _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Other as needed <i>Main Street (Catherine Jones)</i>
Date received: <i>5/9/18</i>
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input checked="" type="checkbox"/> Recommend approval with conditions
Approval conditions: <i>When request ^{complete} street closures? When bring set up?</i>

Is this a request to see the city staff?

STATE OF GEORGIA - DEPARTMENT OF REVENUE
License to Sell Alcoholic Beverages
As set forth and defined in Title 3
Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 11-Jan-2018 **LICENSE EXPIRES** 31-Dec-2018 **BOND EXPIRES**

STATE TAXPAYER IDENTIFIER 20021770736	LICENSE NUMBER 0069881	DATE ISSUED 11-Jan-2018	LICENSE FEE \$100.00	LOCAL LICENSE ISSUED BY City 922 CARROLL STREET PERRY, GEORGIA 31069
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THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL
MEGAN BRENT: Retail - Beer and Wine

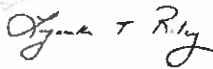
DBA
THE PERFECT PEAR

AT THE FOLLOWING LOCATION
922 CARROLL ST PERRY GA 31069-3314

COUNTY
HOUSTON

THE PERFECT PEAR CATERING LLC
922 CARROLL ST
PERRY GA 31069-3314

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue



COMMISSIONER, Georgia Dept. of Revenue

THIS LICENSE IS THE PROPERTY OF THE DEPARTMENT OF REVENUE AND IS LOANED TO YOU. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

502062



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

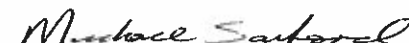
PRODUCER Choice Insurance Services 615 S. Houston Lake Rd Ste. 100 Warner Robins GA 31088	CONTACT NAME: Larry Mosteller PHONE (A/C, No, Ext): (478) 333-3375 E-MAIL ADDRESS: mike@yourchoicebroker.com	FAX (A/C, No): (478) 333-3643
	INSURER(S) AFFORDING COVERAGE	
INSURED The Perfect Pear LLC 922 Carroll St Perry GA 31069	INSURER A : UTICA MUT INS CO	NAIC # 25976
	INSURER B : WESCO INS CO	25011
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP4486255	10/27/2017	10/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5105445	12/28/2017	12/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3277198	06/20/2017	06/20/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The City of Perry 1211 Washington St. PO BOX 2030 Perry, GA 31069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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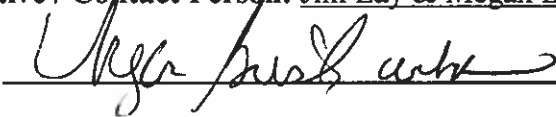
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Where Georgia comes together.

City of Perry
Police Department
1207 Washington Street
Post Office Box 2030
Perry, Georgia 31069

SPECIAL EVENT ALCOHOL PERMIT LICENSE APPLICATION

1. **Date of Application:** May 1, 2018
2. **Organization Requesting Permit:** Perry Merchants Council
3. **Organization Address:** 900 Carroll Street, Perry Ga 31069
4. **Representative / Contact Person:** Jim Lay & Megan Brent
Signature: 
Cell Phone: 478.954.2097 **Work Phone:** 478.224.7327
Email: meg.brent1015@gmail.com
5. **Name of Organization Serving Alcoholic Beverage:** Megan Brent (DBA The Perfect Pear, LLC)

6. **Name of Alcoholic Beverage License Holder:** Megan Brent
7. **Permit Expiration Date:** June 1, 2018
8. **Description of Special Event:** Downtown Merchant's Wine Tasting
9. **Location of Event:** Downtown Perry; Carroll Street & Ball Street
10. **Estimated Number of Attendees:** 200+

11. Event Start Date & Time: Friday, June 1 2018 @ 5pm

12. Event End Date & Time: Friday, June 1 2018 @ 8pm

13. Number of Off-Duty Officers Requested: _____
(NOTE: Perry PD will determine the actual number of officers required.)

14. Notifications made to adjacent property owner(s): Yes __x__ No _____

List of Notifications: Mailing will be sent to all downtown businesses and property owners two weeks prior to the event advising of street closures and times.

15. Citizen's Petition Attached: Yes _____ No _____

16. Type of Beverages Licensed to be Served: (check all that apply)

a. Malt Beverage (beer) by the drink x

b. Wine by the drink x

c. Distilled Liquor by the drink n/a

Special Event Alcoholic Beverage Permit Fee \$105.00 Paid _____ Not Paid _____

NOTE: Catering License from City of Perry included already

Recommended by Chief of Police: _____ Date: _____

Not Recommended by Chief of Police: _____ Date: _____

Lee Gilmour, City Manager Date: _____

Council Approval Date: _____



Where Georgia comes together.

City of Perry Special Events Application

Applicant and Sponsoring Organization Information

Name: The City of Perry's Saturday Cinema
Name of individual representing sponsor organization: Haley Myers
Street address: 1211 Washington Street, PO Box 2030
City/State/Zip code: Perry, Ga 31069
Mailing address if different from above:
Cell phone: 4785086326
Email address: haley.myers@perry-ga.gov
* The individual's name and contact information stated above will also be distributed to answer public inquiries about the event.
If this event benefits a City of Perry non-profit organization, which one?
Contact person on site for day of event: Haley Myers
Cell phone: 4785086326
Is this a first time event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If held before, when and where?

Event Information

Type of event (Check all that apply): <input type="checkbox"/> Parade <input type="checkbox"/> Festival <input type="checkbox"/> Concert/Music <input checked="" type="checkbox"/> Other
* For parades, races and block parties, please, request the event applications specific to those events.
If other, specify: Movie In the Park/ Movie Night
Event title: Saturday Cinema
Event date: May 26, June 23, July 28, August 25, September 22
Event hours: Start: 7pm End: 11pm
Set-up: Date: all listed above Time: 5:30 pm
Break down: Date: all listed above Time: 11pm
Expected attendance: Participants: 150+ Spectators:

Event Description

Briefly describe event and activities. Include the purpose of the event. Explain how it benefits the City of Perry and its residents. Attach any of the following that are applicable: site plan, including location of stage, restroom facilities, vendor booths, etc.

Our first Saturday Cinema will be held at Barbara Calhoun Park. Lollipop of Warner Robins will be selling concessions for each event and also providing free popcorn for event attendees. COCO will be the movie shown for the month of May. A poll was taken on Facebook and our community's majority vote was COCO! The same process will happen monthly as movie nights approach. All movies are licensed by SWANK movie licensing for the City to show. That contract is attached as well.

**Event locations will change. Our first event will be at Barbara Calhoun Park. Other event sites are as follows but not yet assigned to a specific date: Creekwood Park (June tentatively), Rozar Park, and AD Redmond Park.

I understand that only event activities outlined an approved in this application and approved by Perry City Council are permitted, and hosting additional activities that have not been approved may be grounds for the event permit to be revoked. Yes No

Event Details

Attach schedule or brochure for all activities associated with event.

Will items or services be sold at the event? Yes No

If yes, describe:

Lollipop of Warner Robins will be providing Free Popcorn for all event Attendees and selling concessions.

Will event have amplified sound? Yes No

If yes, describe: Movie Screen + House Music Beforehand

Is the event free to the public? Yes No

Will vendors cook or heat food? Yes No

If yes, describe: Popcorn

Will any areas be fenced off or barricaded? Yes No

If yes, describe:

If event is downtown, will downtown businesses be open during the event? Yes No

If event includes music, please, list names of bands and their websites or Facebook pages below:

Insurance

A certificate of insurance must be filed with the City of Perry City Clerk at least 30 days before the event on a standard ACORD form. The City of Perry must be listed as an additional insured with respect to general liability and alcohol liability if alcohol will be served. Check the policy document for required general liability and alcohol liability minimum coverage amounts.

Insurance form(s) attached Lollipop of Warner Robins & Party Playgrounds attached.

Alcohol Permit Information

* Serving beverages in glass bottles at events is prohibited. Event organizer will notify any participating restaurants not to allow glass bottles to leave their premises.

* Event organizer will stop alcohol service one hour before the scheduled end of the event.

Does your event involve the sale of alcoholic beverages? Yes No

If yes, describe:

* If alcoholic beverages are to be sold, a special event alcohol permit is required, and a copy of the state license must be sent to the City of Perry City Clerk at least 60 days before the event is to be held.

Name of business serving alcohol:

Street address of business serving alcohol:

City/State/Zip Code:

Mailing address if different from above:

Cell phone:

Email address:

Name of licensee:

License number:

Is a copy of the licensee's alcohol license attached? Yes No

Hours alcohol will be served at event:

Is alcohol serving area open to public? Yes No

Is this an open container request? Yes No

Is current alcohol liability insurance policy naming City of Perry as additional insured attached? Yes No

Is a copy of the special event alcohol permit from the City of Perry Police Department attached?

Yes No

Terms & Conditions:

I hereby agree that as a condition to the issuance of a Special Event Alcohol Permit, the business owner/sponsor of the event shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with the event. I hereby solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a Special Event Alcohol Permit are true, and no false or fraudulent

statement or answer is made herein to procure the granting of such permit.

I hereby state and understand that should a complaint be filed against the owner/sponsor of the event for violation of any regulation associated with the application for the City of Perry Alcoholic Beverage Catering License, the permit issued for the event will immediately become void and will not be reissued for the same location.

Licensee's name: _____ **Date:** _____

Licensee's signature: _____

Sworn and attested before me on this _____ day of _____, 20 _____

Signature of special event organizer/applicant: _____

Name, signature and stamp of Notary Public: _____

* The sale of alcohol/mixed drinks requires excise reporting.

Street Closure Requests

Names of streets to be closed:

Street: _____ **Between:** _____ **and:** _____

Street: _____ **Between:** _____ **and:** _____

Street: _____ **Between:** _____ **and:** _____

Street: _____ **Between:** _____ **and:** _____

Street: _____ **Between:** _____ **and:** _____

Street: _____ **Between:** _____ **and:** _____

Street: _____ **Between:** _____ **and:** _____

When are you requesting the street closure(s)? _____

Why are you requesting the street closure(s)? _____

Type of street closure: Complete Rolling

If event includes a parade, describe the parade route: _____

Parade assembly area: _____

Parade disbanding area: _____

The event organizer is responsible for notifying affected businesses and residents of street closures. Describe your notification plan and attach a copy with this application: _____

Restroom Facilities

Will event organizer provide portable restroom facilities? Yes No

Portable restrooms will be ordered for parks without public facilities. (AD Redmond park)

Tram/Shuttle Plan

Will event involve the use of a tram/shuttle plan? Yes No

How many trams/shuttles will be required?

Please, describe or provide an attachment of your tram/shuttle plan and route:

Please, describe your parking plan:
Each park has their own designated parking.

Sanitation

Describe your clean-up plan for during and after the event:
Trash Receptacles will be placed in various spots throughout the event space.

Electricity and Water

Will your event require access to electricity? Yes No

If so, where?

What electrical load will you require?
Lollipop of Warner Robins will provide their own generator, the movie screen will be powered by Barbara Calhoun Park's power outlets.

Will your event require access to water? Yes No

If so, where?

I understand that I may incur an additional charge for use of City electricity and/or water:
 Yes No

Police/Security

* If police/security is required for event, off-duty officers may be hired at the rate at a rate set by the Chief of Police per hour for the duration of the event, with a minimum of three hours.

- * Based on the event, the Police Department will determine how many officers will be required.
- * An officer is required to be on duty at any event where alcohol is served on City of Perry property.

Number of officers requested: Defer to Chief Lynn

Total hours for officers requested:

Fire and Emergency Medical Services

Describe your plan for providing emergency medical services:

Defer to Chief Parker

*If Emergency Medical or Fire Protection Services are required for the event, off-duty members can be hired at a rate set by the Chief of Fire and Emergency Services per officer per hour. The Chief of Fire and Emergency Services Department reserves the right to set the staffing minimums based upon the specifics of the event (including type of event, expected attendance, time of year and areas to be affected).

Weather Emergency Procedures

* When lightning and/or thunder occurs, advise participants to seek shelter in a car or building. Please, wait 20-30 minutes before proceeding.

I understand that the City of Perry Chief of Fire and Emergency Services or his/her designee may determine that weather conditions are too dangerous and cancel the event at any time.

Yes No

Health Department

I understand that the City of Perry does not schedule Health Department inspections. Vendors and/or event organizers are responsible for scheduling any required inspections by the Houston County Health Department, 98 Cohen Walker Drive, Warner Robins, (478) 987-2020 at least two weeks before the event. Yes No

Event Publicity

If you would like your event included in the upcoming FYI Newsletter, please, submit your news release to the City of Perry Digital Communications Manager at least one month before your event at ellen.palmer@perry-ga.gov.

Indemnification and Hold Harmless

Subject to the granting of all permits required by the City of Perry, the City of Perry authorizes Hailey Myers (Special event organizer/applicant) to utilize the sites(s) known as Perryville (Athletic), Rotary, Leimondale, Creechwood for the purposes of conducting the activities described within the special events permit application.

The special events organizer/applicant agrees that the City of Perry assumes no responsibility or liability for any defects or other conditions on the site of the event on City of Perry property, whether the conditions are known or unknown to either party and/or discoverable by either party. The special events organizer/applicant agrees to assume the risk for any and all defects and/or other conditions, whether these defects and or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party and/or known or unknown to either party.

The special events organizer/applicant shall indemnify and hold City of Perry and its officers, agents and employees harmless and free from any and all claims, including but not limited to personal injury, property damage, alleged to have arisen or resulted wholly or partially from the exercise of any of the rights granted herein to the special event organizer/applicant. This indemnification and hold harmless agreement includes, but is not limited to, the payment of all attorney fees, expenses, costs, judgment and other expenses that may be incurred by City of Perry, its officers, employees or agents as a result of any and all such claims.

Signature of special event organizer/applicant: Hailey Myers

Name, signature and stamp of Notary Public: Annie Warren

Date: 5/9/18

Agreement and Signature



ANNIE WARREN
NOTARY PUBLIC
HOUSTON COUNTY, STATE OF GEORGIA
MY COMMISSION EXPIRES 09-10-2021

An application processing fee is required at the time of the application's submittal to the City of Perry. If alcohol is being served, an additional special event alcohol permit is also required at time of the application's submittal. If the application is approved, fee will be rolled over into permit fee. An application must be submitted in time to be included on a Perry City Council meeting agenda for consideration at least 60 days before the proposed event or festival.

I, the undersigned representative, have read the rules and regulations referenced in this application and am duly authorized by the organization to submit this application on its behalf. The information herein is complete and accurate.

Printed name: Hailey Myers

Signature: Hailey Myers

Date: 5/8/18

Special event application fee enclosed

Special event alcohol permit application section enclosed

n/c

Please, send completed application

to: City of Perry
Attn: City Clerk
P.O. Box 2030
Perry, GA 31069
(478) 988-2736
(478) 988-2705 (fax)
annie.warren@perry-ga.gov

OR

Hand-deliver completed application to:

City Clerk at
Perry City Hall
1211 Washington Street
Perry, GA 31069

Office Use Only

Date received:	
<input type="checkbox"/> Special event application fee received	
<input type="checkbox"/> Council approval for event received	Council approval date:
<input type="checkbox"/> Proof of liability insurance coverage naming the City as additional insured received	
<input type="checkbox"/> Proof of alcohol liability insurance coverage naming the City as additional insured received	
<input type="checkbox"/> City staff will notify affected businesses, residents and utility holders if event is downtown	

Signatures Required for Approval

Police Department _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Fire and Emergency Services _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Public Works _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:

Other as needed _____
Date received:
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend denial
<input type="checkbox"/> Recommend approval with conditions
Approval conditions:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JIMMY SPINKS STATE FARM INSURANCE 1410 RUSSELL PARKWAY WARNER ROBINS, GA 31088	CONTACT NAME: BRENNNA DUNBAR PHONE (A/C, No., Ext): 478-923-5579 FAX (A/C, No.): 478-929-5028 E-MAIL ADDRESS: BRENNNA@JIMMYSPIKES.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED JOSHUA & REBECCA SIMPSON DBA SIMPLY CUPCAKES & MORE 114 EASTLAKE DR WARNER ROBINS, GA 31088	

COVERAGES

CERTIFICATE NUMBER: 001

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	91-EX-M786-0	04/02/2018	04/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOOD SHOP POLICY

COVERAGE FOR THE FOLLOWING DATES:
MAY 26TH 2018 AUGUST 25TH 2018
JUNE 23RD 2018 SEPTEMBER 22ND 2018
JULY 28TH 2018

CERTIFICATE HOLDER

CITY OF PERRY
1211 WASHINGTON ST
PO BOX 2030
PERRY, GA 31069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenna Dunbar LSAS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northeast Insurance Center P O Box 151868 Cape Coral FL 33915	CONTACT NAME: Richard Maylott PHONE (A/C, No, Ext): (239) 244-9777 E-MAIL ADDRESS: ricm@neinscenter.com	FAX (A/C, No): (860) 627-8695
	INSURER(S) AFFORDING COVERAGE	
INSURED Party Playgrounds.com LLC dba Party Playgrounds.com 1615 Newell Rd Byron GA 31008	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B: Commercial Travelers Life Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2018 N2 M53	03/05/2018	03/05/2019	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident		2018 N2 M53	03/05/2018	03/05/2019	Max Medical Benefit \$10,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of indoor fun center and inflatables, rockwall, bungee jump, mechanical bull etc.

CERTIFICATE HOLDER**CANCELLATION**

(For Verification Of Coverage Only)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Saturday Cinema Event Locations:

Barbara Calhoun Park (May)

Creekwood Park (June, Tentatively)

AD Redmond Park (July, Tentatively)

Rozar Park (August, Tentatively)

Barbara Calhoun or Creekwood (September, Tentatively)

Vendors:

PartyPlaygrounds (Outdoor Movie Screen + Sound)

Lollipop of Warner Robins (Concessions and Free Community Popcorn)

Taylor Restrooms (Used for locations where restrooms are not located, ex. AD Redmond Park)

LOCATION for MAY 26 MOVIE



Map data ©2018 Google 50 ft



Where Georgia comes together.

**City of Perry
Perry Police Department**

1207 Washington Street
Post Office Box 2030
Perry, Georgia 31069
www.perry-ga.org

NEIGHBORHOOD BLOCK PARTY APPLICATION

Date of Application: April 5, 2018
Date of Event: June 15, 2018

Applicant Information

Event Coordinator#1:

Name: Felicia Hill
Address: 541 B-Hodge Rd
City/State: Perry Ga 31069
Home Telephone: 478-218-7735
Work Telephone: _____

Event Coordinator #2:

Name: _____
Address: _____
City/State: _____
Home Telephone: _____
Work Telephone: _____

Area of Block/Neighborhood Party: Greater Union Baptist Church
1006 marion street Perry Ga 31069

Estimated number of invitees: 100
Starting time of party: 6pm

Ending time of party: 8pm

Estimated number of off-duty officers needed: NONE

Citizen petition attached (yes) _____ (no)

Fee Waived? (yes) (no) _____

Fee Paid - \$ _____

Requested

Recommend approval

Stephen D. Lynn
Chief of Police

Approved: 
Disapproved: _____