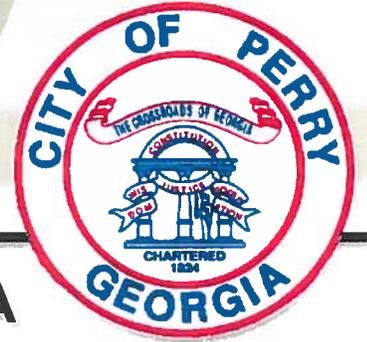


**AGENDA**  
**WORK SESSION**  
**OF THE PERRY CITY COUNCIL**  
June 6, 2016  
5:00 P.M.

1. Call to Order: Mayor James E. Faircloth, Jr.
2. Roll:
3. Items of Review/Discussion: Mayor James E. Faircloth.
  - 3a. Robins 2016 Airshow Presentation – Mr. Gary Garrard and Mr. Eddie Wiggins.
  - 3b. Presentation by Parrish Construction Group relative to canine housing unit.
  - 3c. Presentation of MCCA utility billing proposal.
  - 3d. Consider implementing a processing service charge.
  - 3e. Discussion of the billboard at Heritage Park.
  - 3f. Approval of a request for proposal design and implementation of wayfinding signage system.
  - 3g. Authorize contract with Keck & Wood for upgrading engineering services natural gas transmission lines.
  - 3h. Consider acceptance of streets of The Villages of Camelot.
  - 3i. Consider events policy proposal.
  - 3j. Budget session No. 3 follow-up.
4. Council Member Items:
5. Department Head Items:
6. Adjourn.



# Electronic Presentment and Payment Solution



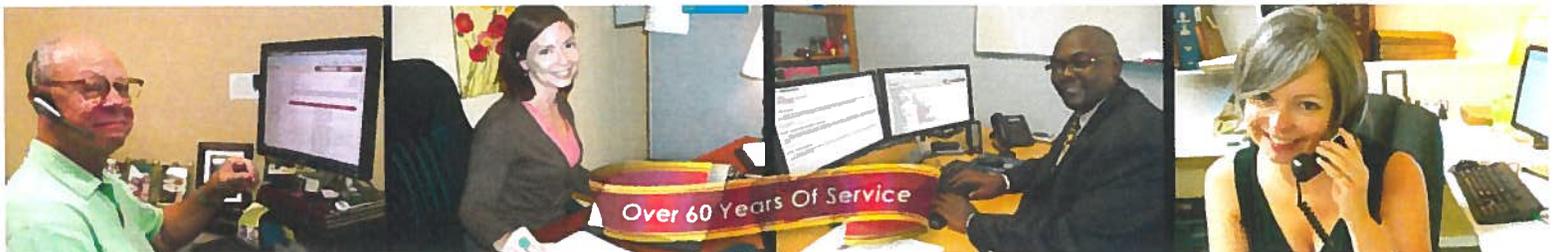
## for the City of Perry, GA



**Bill Presentment and Electronic Payment Solutions**

### Chase Watkins

**Client Services Consultant**  
850.576.3171 Ext. 1411 / Cell: 850.508.2720  
cwatkins@mccadvantage.com  
P.O. Box 2235 Tallahassee, FL 32316



## Scope of Work

Municode will provide an electronic presentment and payment processing solution (Revalocity). The Revalocity platform is a true cloud-based out of the box configurable SAAS application. All features are quickly configurable to meet your business parameters and needs. Below describes the feature set available.

### General Platform Features

- **Branding Customization** - Website branding, content and features can be customized to suit your business requirements. The Customer Interface allows you, the client, complete control over the color scheme (accents, buttons, module frames, text, hyperlinks, etc.). Including uploading a customized banner to promote the look and feel of your branding. Additionally, all text can be customized with biller specific verbiage as needed. In addition, to enhance the customer experience, you can add a frequently asked questions page that is reached through a link at the bottom of each page.
- **Mobile Optimization** - Access is also supported from different devices, through the use of Responsive Web Design (RWD). This technology recognizes the size of the screen on the device that is being used to access the website and renders the page correctly for that screen by altering the position of text labels, shortening text and so on – as shown below.
- **Enrollment & Customer Authentication** - Residents enroll through the home page of the platform. A welcome page explaining the benefits of enrolling for the Web Portal can be configured to appear. The standard enrollment process requires them to authenticate themselves. The default authentication is to ask for the Account Number and a secondary authentication credential (i.e.: billing zip code, last four digits of SSN or Enrollment Authentication Code). Upon enrollment, residents are prompted to enter in their email address for paperless billing. Your residents can easily choose to receive a paper bill, an electronic bill, or both by simply checking a box. You could even make electric billing mandatory. The important thing is you have complete flexibility to configure according to your paperless billing strategy and can easily change the rules as your strategy and goals change.
- **Site Navigation and Account Summary Home Page** - Once the customer completes his or her enrollment or subsequent access to the site they will be taken to the Account Summary page. They can then navigate around the site using the Navigation bar. The main navigation accesses the key site functions, and then a sub-navigation bar allows access to pages within that function. Whenever a customer accesses the site they are taken to Account Summary. This page acts as the customer's home page, designed with easy quick links to main functionality. It contains a snapshot of their current account status and recent activity.
- **Link Accounts Access** - If your customers have multiple accounts with you they can easily link them together for the highest level in convenience. This sub-navigation option only appears if you have enabled the Multi-Account Profile option. Details of the account(s) linked to the customer's profile are displayed, and if there is more than one option to de-link an account. If the customer wants to link a further account they can click the Link Additional Accounts button. They can then enter the required authentication details (which will mirror your main authentication setup). Once the details have been validated, the customer will be able to review and confirm the account linking.

### Electronic/Paperless Billing Features

Building a successful electronic billing approach requires a patient, long-term strategy. Electronic billing simply isn't the slam-dunk choice that it appears. Some people still really appreciate receiving a hard-copy paper billing reminder every month. Whether that's for record-keeping or to avoid missing an email notification in a crowded inbox, to convince them to make the switch, you'll need a marketing strategy with the right mix of education and incentives. After they've decided to take the paperless switch, the right EBPP platform is crucial. In both cases the customer's chosen preference(s) are communicated daily in a batch file so paper suppression can be managed.

Despite the advantages of going paperless, some consumers seem reluctant to adopt. Why? Interestingly, however, 40% of survey respondents fear that if they go entirely paperless, they'll forget to pay their bills.

Consumers use paper bills as palpable reminders. They can't place an electronic notification in a 'to be paid' stack, attach it to the refrigerator with a magnet or leave it by the phone. This phenomenon may explain why about half of consumers receive both paper and electronic bills, and why roughly half of people who pay bills online would still rather receive bills via traditional mail.

Experience shows that the best way to neutralize this top barrier to adoption is to implement and promote notifications and alerts that advise consumers when an unpaid bill is due and about to be paid. Besides assuaging missed payment fears, bill-pay-due reminders help clients avoid late fees, in turn helping to create the impression of a biller that watches out for its customers rather than seeking to assess fees.

By introducing a risk-free environment for trying electronic billing, you can overcome mistrust and resistance to change. Fiserv's data collection observed that one biller who allowed clients to try without requiring them to switch off paper billing boosted adoption by nearly 300% over a three-month period.

*"One biller who allowed clients to try electronic billing without requiring them to switch off paper billing boosted adoption by nearly 300% over a three-month period."*

- **Additional Alerts & Notifications** - These notifications are completely self-managed by the customers so they can adjust their comfort level. By simply selecting the relevant checkbox, they can manage how and what they want to be notified about. Note: some alerts cannot be switched off (for example New Bill Ready) as the customer has to receive that alert.
  - Revalocity provides over 25 different alerts and notifications that can be sent by email or text.
- **Statement Viewing and History** - Statements generated by your bill printer can be uploaded and stored in Revalocity. The statements stored in the system are PDF reproductions of the statement normally sent to the customer. This ensures that customers who want to get information about current or past statements can retrieve them from your system without needing the intervention of a customer service representative. Since the statement is a replica, your customer will have a minimal chance for confusion. The default number of statements displayed is 13 months (one years' worth), this can be configured to show a longer time period.
- **Customer Message Options** - This optional feature allows customers to send secure, structured messages to you that are then queued for you to review and reply to. You can also use this to send secure messages to your customers. Message Type dropdown updates itself based on the previous selection with message types specific to the Message Area. Customer review all messages sent and received. Messages can be displayed in these areas: Bank Accounts, Payments, Statements, Technical.
- **Customer Documents Management** - This optional feature allows you to create an online library of generic PDF documents that the customer can access to download. The names of the online folders, folder descriptions, uploaded documents and their descriptions are all controlled by you.

## Electronic Payment Features

In order to achieve the proper electronic payment and electronic billing adoption rates, your platform needs to offer your customers a wide range of payment channels. **One size does not fit all when it comes to choosing an electronic payment and presentment provider.** Your customers need to be able to make it how they want, the way they want. Our configurable platform allows for you to control the business rules according to your policy and procedures.

### Payment Channels Options

- **Online/Web Payments**
- **Mobile Payments** - Mobile billing and payment can play a key role in your electronic billing strategy. Today, more Americans are receiving and viewing their email via a mobile device, such as a smartphone or tablet, than ever before. How does this impact your billing operation? For starters, it means that your customers are already trying to view and pay their bill from their mobile device. If you currently send email notifications to online bill recipients, they are likely to be opening these notifications on their mobile device. Without a mobile billing solution, customers cannot easily pay when they receive an electronic notification on their phone. This delays payment and can cause frustration on the part of the customer.

To ensure that you are making it as easy as possible for customers to interact and transact with your organization, it is important to offer a mobile solution. This also provides convenience to customers who might not have easy access to a checkbook or even a computer when a bill becomes due. Revalocity offers a mobile solution that makes managing and paying bills from a smartphone quick and easy:

  - **Voice Call-Phone Payment:** The IVR will place a voice call to the phone and request authorization for the payment.
  - **SMS-Mobile Web Payment:** The system will send a text to the phone containing a short form URL that will link to a mobile browser web page for the customer to authorize the payment.
  - **SMS-Phone Payment:** The system will send a text to the phone containing a phone number to call back which will access the IVR to authorize the payment.
- **IVR Payments** - Revalocity includes a built-in, easy to use, state-of-the-art IVR payment processing that is available in both English and Spanish. This means your customers can choose to conveniently pay their bills over the phone. You can even customize the scripting for the branding and feeling. The IVR flow steps include customer authentication, read back of amount owed/payment entry, read back of available funding sources/new funding source entry and finally payment approval and

verification. In the standard flow this takes around 5 minutes. An express flow reduces this by about a minute.

- **Customer Service Agents** – Your customer service and operations staff can use Revalocity’s customer care portal to help customers including looking up bill payment profiles, review historical and pending payments, schedule and manage payments on behalf of customers and perform other day-to-day customer service tasks.
- **Walk in Payments through  MoneyGram** - Revalocity has real time integration with MoneyGram that allows your customers to pay “walk in” cash payments at nearly 40,000 US locations including, Walmart, CVS, ACE Hardware and other local Agents. Payments are received and processed in real time by Revalocity and settlement is received directly from MoneyGram.

## Payment Types Options

- **One Time Payments** - Both enrolled and non-enrolled customers can quickly make one-time payments without logging-in by method configured by the client.
- **Future scheduled payments** - Customers have the ability to schedule a series or one-time payment in the future. Again, you are in full control to configure the available options including how far in the future or what funding methods can be utilized.
- **Recurring Payments** - Recurring allows the customer to setup a series of payments, within the parameters set by the client including limiting the funding type (EFT/ACH/Echeck or Debit/Credit Cards). In order to set up reoccurring payment the customer must enroll and sign in to manage the process.

## Payment Method Options

- **One Time Payments** - Both enrolled and non-enrolled customers can quickly make one-time payments without logging in by method configured by the client.
- **Future scheduled payments** - Customers have the ability to schedule a series or one-time payment in the future.
- **Recurring Payments** - Recurring allows the customer to setup a series of payments, within parameters set by the client including limiting the funding type (EFT/ACH/Echeck or Debit/Credit Cards). In order to set up reoccurring payment the customer must enroll and sign in to manage the process.
- **Additional Payment Methods** - For inconsistent billing or unique billing situations, Revalocity has special additional payment methods:
  - **Pre-determined Payment Plans** – This option allows a customer to create a series of payments to pay off a fixed owed amount. Your configuration may vary the plans offered to customers based on the amount owed.
  - **Invoice payments** - This option allows a customer to create a single payment to pay one or more outstanding items (invoices, fees, other amounts due) on their account. Your configuration may allow same day or future dated only, or a mixture of both.
    - Details of the currently open invoices are displayed for the customer to select from. If they want to pay all of the invoices they can use the Select All checkbox, otherwise they can choose individual invoices to pay.
    - You can pass a value that specifies whether a partial payment on an invoice is allowed. If this is enabled, the customer can enter their own payment amount (any amounts paid previously are shown in the Paid Amount column). There is logic in place to prevent overpayment of an invoice. If partial payments are not allowed, selecting the invoice will set the payment amount to the value of the invoice, which cannot be edited. If there are more open invoices than can be displayed the customer can scroll through them.
  - **Balance reload program** – This option allows a customer to create a single payment to reload a credit balance on their account. Your configuration may allow same day or future dated only or a mixture of both. Customers can choose to receive an email when the balance falls below the threshold set by them, and is triggered by the receipt of an updated balance in the account data file sent by you (popular with county school systems).

## **Administrative Staff Portal with Client Reporting and Reconciliation Process**

We will provide an Administrative Portal for the city to login to. This portal will provide access to a number of features and functions to provide customer support before, during and after payment processing, as well as reporting and other tools for overall payment management. Key Features & Options:

- Role and privilege based security rights to manage users from multiple departments in a centralized system
- Browser-based customer care portal enables you to handle tier-one customer care internally
- Look up customer profiles, add comments and send messages
- Manage payments on behalf of customers; edit, cancel or schedule payments
- Capture and process payments in real-time and batch modes
- Easy flexible settlement and reconciliation of payment, return and fee information options tailored to your needs
- Complete accounting and settlement functions that integrate with CRM, finance, and general ledger systems
- Comprehensive reporting for users throughout your organization; Daily, weekly and monthly reports on payments processed, returns received, fee and settlement details, enrollment information, etc.

Your staff can use a large selection of pre-configured reports in the online client portal to access trend data and resolve inquiries. The CSR can pull reports for daily, monthly, or date range activity for payments, scheduled payments, registrations, paperless and ACH/EFT rejects. Detail on each transaction is fully viewable by the Client through drilldowns.

The reconciliation process is designed for maximum ease and accuracy. By posting all card brands together at the same time, and all payments by channel and bill type, our billers are able to quickly and easily reconcile their online payments. Our Client Portal, with its advanced reporting provides our Clients with all the accurate and up to date data they need.

All reports are available/exportable in multiple formats (HTML, PDF, CSV and Excel). MCCa will work with you to create any additional interactive and customizable online charts and reports.

## **Client Reporting and Reconciliation Process**

Your staff can use a large selection of pre-configured reports in the online client portal to access trend data and resolve inquiries. The CSR can pull reports for daily, monthly, or date range activity for payments, scheduled payments, registrations, paperless and ACH/EFT rejects. Detail on each transaction is fully viewable by the Client through drilldowns.

The reconciliation process is designed for maximum ease and accuracy. By posting all card brands together at the same time, and all payments by channel and bill type, our billers are able to quickly and easily reconcile their online payments. Our Client Portal, with its advanced reporting provides our Clients with all the accurate and up to date data they need.

All reports are available/exportable in multiple formats (HTML, PDF, CSV and Excel). MCCa will work with you to create any additional interactive and customizable online charts and reports.

# Risk Management & Security Overview: Revalocity Platform

## Technology and Infrastructure

When offered as Software as a Service, Revalocity is hosted by third party hosting providers, in a SSAE 16 certified Datacenter. Both products share a common technology stack comprising:

- Web Server – Apache 2.2.x.
- Web Container – Tomcat
- Application Server – JBOSS 5.0.x GA
- Database Servers – MySQL v5.1.x
- Operating System – RedHat Enterprise Linux v5.5, Java-6 v1.5
- Development Stack – Eclipse 3.4.x, Fedora Core 4.0, Windows XP and Java-6

Note: (In addition to the above, we have extensive experience with IBM IHS Web Server, Web Sphere Application Server and Oracle 10G.)

To mitigate the need to failover, all Web, Application and Database servers and networks are designed and configured for maximum availability and scalability. Servers are set up in clustered mode to eliminate single point of failure.

This configuration is then replicated in a dedicated disaster recovery site. All databases are configured with replication and all changes are replicated to the stand alone database in production as changes happen in the primary database. Database and Application servers are backed up every 24 hours.

### Risk Management Framework:

Revalocity follows US Federal Risk Management standard, NIST SP 800 for its risk management efforts. Based on the same, approximately 150 controls over 18 control families as under **Risk Control Families under NIST SP 800 (US Federal) Framework for Information Risk Management** have been built.

Access Control	Audit & Accountability	Awareness & Training
Configuration Management	Security Assessment	Identification & Authentication
Incident Response	Maintenance	Media Protection
Physical & Environmental Sec	Security Planning	Personnel Security
Risk Assessment	Acquisition & Development	System & Comm Protection
Integrity	Security Program Management	Contingency Planning

### Policies & Procedures:

Information Security policies are in effect, covering lifecycle of development, testing, production, and support, that address all the risk control families stated above.

### Evidence of Compliance:

A set of 15 logs are generated from check-points across the platform. The frequency ranges from daily to quarterly, depending on the type of action tracked. The Risk Management team creates tickets in the internal system and assigns to specific area owners for review and sign-off to ensure all logs are reviewed and closed, and remedial action is planned where necessary.

### Third party attestations of risk & security posture:

Revalocity platform processes data elements that are subject privacy and security regulations and Revalocity has implemented a comprehensive program for the following third-party reviews and attestations:

1. PCI DSS (Credit Card Security) attestation by a Qualified Security Assessor
2. HIPAA (Health care information) attestation by an authorized assessor
3. Quarterly Scan of the Product platform by a third party testing company
4. Static Code Analysis of New Releases (where applicable) by HP's tools (HP Fortify)
5. SSAE 16 attestation of Primary and DR Data Center sites

# MCCa Revalocity (EBPP) Pricing Schedule

## Absorbed by Municipality Transaction Pricing Fee Model

Standard Implementation Fees	Fee to Municipality
Configuration & set up, end to end testing, operational live proving and 'go live' support, including the following: <ul style="list-style-type: none"> <li>• Payment Channel, Payment Type &amp; Funding Source Setup</li> <li>• File Transfer Setup</li> <li>• Payment Center Access &amp; Initial Training</li> </ul>	<del>\$8,500</del> Waived for being existing Municode client
Bank A/C Payment Processing Fees (ACH/EFT)	Fee to Municipality
ACH Payment Processing Costs	Included
Web or Agent Initiated ACH payments	\$.70 per transaction
IVR Initiated ACH Payments	\$.90 per transaction
ACH Return Processing	\$3.00 per return processed
Credit/Debit Card Processing Fees	Fee to Municipality
Card Merchant Processing Costs <sup>1</sup>	Pass through at cost
Online or Agent initiated payments	\$.75 per transaction
IVR Payments	\$.95 per transaction
Chargeback Processing	\$15.00 per chargeback
Miscellaneous Fees for enrolled services	Fee to Municipality
PDF Generation and Billing Statement Load Fee <sup>2</sup>	\$0.01 per PDF loaded
Electronic Bill Presentment (ebill) Fee (Email, Text or VM) <sup>3</sup>	\$0.10 per enrolled customer
SMS Alerts & Notifications	\$0.04 per text
Optional: <u>Toll Free</u> IVR Number Fee for IVR Calls	\$0.04 per minute

<sup>1</sup> All Merchant Processor fees (for example: Interchange, per transaction fees, assessments, settlement fees, etc.)

<sup>2</sup> Count of PDF image files loaded each month. Images will be hosted for 13 months.

<sup>3</sup> Count of number customers who are enrolled for paperless billing who received a bill that month.

## Addendum to existing MCCa Agreement for Utility Bill Presentment Services

This Addendum Agreement (the "Agreement,") by and between MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, herein referred to as ("MCCa"), hereby offers bill presentment and electronic payment services for \_\_\_\_\_, herein referred to as ("Client") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"). (MCCA and Client are hereinafter each referred to individually as a "party" and collectively as the "parties".) The Client agrees that MCCa shall be its exclusive provider of these goods and services during the term of this agreement.

MCCa presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, MCCa, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.

WHEREAS, MCCa provides certain bill presentment and electronic payment services to billers, including those services more expressly set forth in section 1 or section 2 of this Agreement (collectively, the "Service"); and WHEREAS, Client desires to make use of the Service pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCCa and Client agree as follows:

### 1. Revalocity EBPP Platform Services

A. Definitions. These Terms and Conditions are a part of the Master Services Agreement executed between the parties, into which these Terms and Conditions are incorporated by reference. As used in the Agreement and its Schedules, the following capitalized terms shall have the meanings set forth below:

- 1). "Applicable Law" shall mean (i) all applicable federal, state, local, administrative laws, rules, regulations and interpretations; and (ii) rules, regulations, and interpretations of NACHA, the Networks and Card Brands, and the Payment Card Industry Data Security Standard, to the extent applicable, as any or all of the foregoing may be amended, revised or replaced from time to time.
- 2). "Card Brands" shall mean Visa, Inc., MasterCard International Incorporated, DFS Services, LLC d/b/a Discover Network.
- 3). "Client Funding Account" shall mean the deposit account, if any, funded and maintained by Client
- 4). "Minimum Balance" shall be set forth in Settlement through MCCa's Funding Account paragraph of this Agreement.
- 5). "NACHA" shall mean the National Automated Clearing House Association ("NACHA") and all payment alliances associated with.
- 6). "Networks" shall mean Pulse, Star, NYCE, and/or any other electronic payment network authorization, routing, processing or funds transfer system for transmitting Transactions and settlement.
- 7). "ODFI" or "Originating Depository Financial Institution" shall have the meaning as defined in NACHA Rules.
- 8). "Transaction" means a credit, debit, ACH, disputes, chargebacks, refunds or other electronic transaction processed.

### B. The Service and License.

- 1). Subject to the terms and conditions of this Agreement, including any fees required to be paid by Client to MCCa hereunder: MCCa will make the Service available to Client and Clients' customers ("Customers") during the Term (as defined below); and to the extent Client is required to download or integrate any software which is proprietary to MCCa (the "Software") for use in connection with the Service (the "Permitted Purpose"), MCCa hereby grants to Client a non-exclusive, non-assignable, non-sublicensable license to access and use the Software, during the Term, solely for the Permitted Purpose.
- 2). Service comprises bill payment services pursuant to which MCCa shall move funds on behalf of Client as a Third Party Sender or a Third Party Service Provider (as such terms are defined by NACHA Rules), as applicable, from the bank account, credit card account or debit card account of Customers pursuant to a request initiated by the Customer, or the Client on behalf of the Customer. ACH Transactions will be facilitated by MCCa as a Third Party Sender on behalf of Client through an ODFI.

C. Client Fees. Client shall pay MCCa for use of the Service such fees as are set forth on MCCa Pricing Schedule hereof (the "Service Fees"), the terms of which Schedule are incorporated herein by this reference. MCCa shall invoice Client for Service Fees monthly in arrears, and all invoices shall be due and payable by Client not later than thirty (30) days after the date of the invoice. Undisputed amounts not paid when due shall accrue interest at the rate of one and one half percent (1.5%) per month from and after the due date thereof. An invoice shall be deemed correct unless Client otherwise notifies MCCa in writing within fifteen (15) days of the invoice date, specifying the nature of the disagreement.

D. Convenience Fees. For each Transaction processed through the Service on behalf of a Customer, MCCa may charge a convenience fee ("Convenience Fee") and certain related charges to Client or the Customer which requests such Transaction or on whose behalf such Transaction is requested, as more specifically set forth on MCCa Pricing Schedule hereof. For the purpose of calculating Convenience Fees, each debit of a Customer's account and each submission of an ACH debit, credit card transaction, or debit card transaction performed in accordance with this Agreement will be considered a Transaction, whether or not such Transaction is later reversed or charged back. Convenience Fees are payable at the time a Transaction is requested and MCCa shall not be responsible to process any Transaction in connection with which an associated Convenience Fee or related charges are declined or otherwise fail to be

paid. MCCa and Client may from time to time mutually agree to revise the amount that will be charged as a Convenience Fee. If a revised Convenience Fee is agreed, such agreement shall be deemed an amendment to the terms of this Agreement and, where Convenience Fees are the responsibility of Customers, Client shall be responsible for providing Customers all disclosures and notices with respect to the revised Convenience Fee as may be required pursuant to Applicable Law or otherwise.

E. Settlement through MCCa's Funding Account.

1). Client-Related Accounts.

- a). MCCa has established an omnibus funding account at its bank held in MCCa's name for the benefit of MCCa's clients, including Client ("Funding Account").
- b). Client Funding Account. Client will establish and maintain at all times during the Term hereof and for a period of nine (9) months following any termination or expiration of this Agreement, and grant MCCa ACH authorization in connection with, a designated deposit account which will serve as Client's "Client Funding Account" for the purpose of this Agreement. Client may not change its Client Funding Account without providing 30 days prior written notice to MCCa and executing a new ACH authorization, in a form acceptable to MCC, to enable MCCa to debit funds from the Client Funding Account as authorized by this Agreement. For purposes of ensuring that all Transaction returns and chargebacks and all other obligations of Client to MCCa arising pursuant to this Agreement are promptly paid, Client hereby authorizes MCCa to debit such amounts from the Client Funding Account. Client agrees at all times to maintain a minimum balance in the Client Funding Account of \$\_\_\_\_\_ ("Minimum Balance"). Client understands and agrees that the Minimum Balance set forth in this Agreement was established by MCCa based on the volume and average Transaction amount estimated by the parties and based on Client's credit risk, as determined by MCCa in its sole discretion. If the exception processing of Transactions produces fees greater than \$10,000 in any one month period or if MCCa determines that a greater Minimum Balance is required based upon Client's credit risk, as determined by MCCa in its sole discretion, MCCa may increase the amount of the required Minimum Balance upon thirty (30) days prior written notice to Client. Client represents that the Client Funding Account ACH Information provided by Client to MCCa in Section 2 below is true and correct as of the date hereof. Client authorizes MCCa to initiate a one-time, non-refundable debit of one dollar (\$1.00) to the Client Funding Account to test files.
- c). Settlement Account. Client will establish and provide in Section 2 below the account number and ABA routing number for Client's designated account for settlement of Transactions initiated by ACH or Credit Card debit to a Customer's account (the "Settlement Account"). Client shall provide at least ten (10) days prior written notice to MCCa prior to changing its Settlement Account.

2). Customer Payment Process. Client expressly authorizes MCCa, as follows: (i) ACH Payments. Upon receipt by MCCa of information from Client or Customer indicating that a Customer approves a payment in a specific amount ("Approval") and instructing that such payment be made via ACH from Customer's account, MCCa will cause that amount to be debited from Customer's account on behalf of Client as a third party sender and credited to the Funding Account. Client agrees to be bound, and will cause all Customers using the service to agree to be bound, by all Transactions placed in Client's and/or Customer's name and accepted by MCCa in accordance with this Agreement. (ii) Credit Card or Debit Card Payments. In the event Client has elected to accept credit card or debit card payments through the Service, Client expressly authorizes MCC, either directly or through Client's or MCCa's credit card processor, as follows: Upon receipt by MCCa of information indicating that a Customer has issued an Approval and initiated payment via credit card or debit card, MCCa will cause the amount of the Approval to be submitted on Client's behalf to Client's card processor. Except as otherwise expressly set forth in the Agreement, any claims, disputes, inquiries or chargebacks arising out of or relating to Transactions paid for with Customer's credit or debit cards shall be governed solely by the terms of the agreements in effect between Client and its credit card processor, bank or Customer, as the case may be.

a). Settlement of Transactions and Other Charges; Returns and Chargebacks.

- i). ACH Payments. Transactions paid by Customers using the Service by an ACH debit from a Customer's account will be held in the Funding Account for three (3) full business days ("Holding Period"). Each business day, MCCa will initiate an ACH debit from the Funding Account to the Settlement Account equal to the value of the Transactions held in the Funding Account which have satisfied the required Holding Period, less any credits to a Customer, returns, and chargebacks arising out of any Transactions then due, as more fully set forth below.
- ii). All credits initiated by Client, returns, and chargebacks on Transactions made by ACH debit from a Customer's account and third party fees which are the responsibility of Client pursuant to the terms hereof will be debited from the Funding Account where Funding Account funds allocable to Client are sufficient to cover the credit, returns, chargebacks or third party fees. If and to the extent Funding Account allocable to Client are not sufficient to cover the credit, return, chargeback, or third party fees, then the difference will be debited from the Client Funding Account and Client shall promptly deposit into the Client Funding Account an amount sufficient to cause the balance of the Client Funding Account to be not less than the "Minimum Balance".
- iii). If an ACH debit is returned unpaid (whether due to insufficient funds or otherwise), Client shall pay MCCa a failed settlement fee equal to the greater of one percent (1%) of the failed ACH amount or one hundred dollars (\$100) ("Failed Settlement Fee"). MCCa is authorized to debit the Failed Settlement Fee from the Client Funding Account.

F. Client Responsibility. In addition to Client's obligations set forth elsewhere in this Agreement, Client covenants that they;

- 1). actively promote the Service to its Customers;
- 2). maintain a direct contractual relationship with each of its Customers which elects to use the Service;

- 3). to enable Customers to receive the Service through MCCa's platform;
- 4). identify and obtain from Customers all authorizations related to use of the Service, that are required contractually or by Applicable Law;
- 5). identify and provide to Customers all notices related to use of the Service, that are required either contractually or by Applicable Law;
- 6). verify Customer identification;
- 7). comply with all contractual and other obligations of Client owed to Customers;
- 8). determine, and comply with, all Applicable Law relating to whether and how the Service may be used by Client;
- 9). determine, and ensure that Customers comply with, all Applicable Law relating to whether and how the Service may be used by Customers;
- 10). insuring the accuracy and completeness of all data, including ACH instructions (with respect to settlement of Client's accounting process), and other information, instructions, and representations supplied by Client or Customers to MCCa in connection with this Agreement;
- 11). abide by the Gateway Rules and Operating Guidelines ("Rules and Guidelines") made available at [www.mccadvantage.com/gwrules](http://www.mccadvantage.com/gwrules) or such other replacement URL as MCCa may subsequently notify Client in writing, as such Rules and Guidelines may be updated from time to time and the terms of which are hereby incorporated herein by this reference, and Client shall with reasonable frequency review such Rules and Guidelines for updates; not conduct business in any of the listed prohibited categories and activities due to risks associated with dishonored payment presentments.
  - Adoption agencies (non-profit or for-profit)
  - Adult entertainment
  - Airlines/charter services
  - Bankruptcy attorneys
  - Bail bondsmen
  - Check cashing institutions
  - Collection agencies/firms involved in collecting past due accounts
  - Consulting firms operating in the following: (1) "Get rich quick" schemes; (2) Real estate seminars; (3) Investment programs/opportunities; (4) Mortgage reduction services; (5) Credit repair and debt reduction
  - Companion/dating services
  - Drug paraphernalia
  - Factoring
  - Flea markets (operating from a booth, on a part-time basis with no lease or phone line)
  - Gambling establishments
  - Gun sales
  - Investment opportunities (stocks, options, securities, currency, metals, etc.)
  - Mortgage companies
  - Modeling/talent agencies
  - Not-For-Profit organizations (defined as not recognized as such by the IRS)
  - Outbound telemarketing
  - Pawn shops
  - Pharmaceuticals (unless a Verified Internet Pharmaceutical Practice Site [VIPPS])
  - Protection services
  - Pseudo-pharmaceuticals
  - Pyramid or multi-level marketing
  - Sale of real estate, resort land or timeshares
  - Sports forecasting or odds making
  - Telemarketing companies involved in the following products: (1) Pseudo-pharmaceuticals; (2) Chain letters (3) Vitamins; (4) Any of the products/services listed otherwise listed as a Prohibited Category
  - Telemarketing companies with the following methods of operation: (1) Free gift, prize, sweepstakes or winning of a contest as an inducement to purchase a product/service (2) In-bound calls in response to a post card, e-mail or similar technique.
  - Telephone cards
  - Third party processors
  - Travel agencies
  - Water purification

## 2. Confidential Information.

- A. The parties agree that the terms of this Agreement, as well as all information of a business nature relating to the business operations of the parties and customer information, and the methods used by the other party in the conduct of its business (the "Confidential Information"). Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose, distribute or disseminate the Confidential Information in any way to any third party and not to use the Confidential Information for any purpose, except in connection with the purposes of this Agreement, and except as may be required by Applicable Law or a court of competent jurisdiction. Each party agrees that the breach of this provision may result in irreparable harm to the non-breaching party, for which money damages may be an insufficient remedy, and therefore the non-breaching party will be entitled to injunctive relief to enforce the provisions of this section.
- B. Data Privacy. The parties each shall independently ensure that it and its employees, subsidiaries, affiliates, agents and sub-contractors shall observe the provisions of applicable privacy laws and comply with any reasonable request made by the other arising from the requirements of such laws or any applicable statute, law or regulation relating to protection of personal data in any jurisdiction. MCCa agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of MCCa's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated without the written consent of Client.
- C. The parties each shall independently ensure that its employees, subsidiaries, affiliates, agents and sub-contractors are aware of and comply with the confidentiality provisions of this Agreement.

- D. If either party becomes aware of any disclosure or use of information in violation of confidentiality provisions of this Agreement, it shall promptly notify the other party in writing and take all reasonable steps necessary to recover the disclosed information and to prevent its subsequent unauthorized use or dissemination.
3. Warranties. MCCa warrants to Client that the Service will be performed in a professional and timely manner consistent with industry standards and in accordance with Applicable Law and the terms of this Agreement. Except FOR THE FOREGOING WARRANTY, MCCa specifically disclaims ALL warranties WITH RESPECT TO THE SERVICE, WHETHER express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
4. Exclusion of Certain Damages. Under no circumstances WILL MCCa be liable to Client for any special, incidental or consequential damages, including, but not limited to, personal injury, property damage, damage to or loss of equipment, lost profits or revenue, even if MCCa has been advised of the possibility of such damages.
5. Limitation of Liability. MCCa's aggregate cumulative liability to Client for all claims relating to this Agreement or the Service, whatever the basis of the liability, will not exceed an amount equal to the total amount of all Fees paid by the Client to MCCa for the Service during the one (1) month period preceding the month in which the event giving rise to liability occurs.
- A. MCCa shall not be responsible for the acts or omissions of the Client or Customer or any other person or entity, including but not limited to any clearing house association or processor, any funds transfer system, the Federal Reserve Bank, any other financial institution or any supplier, and no such person or entity will be deemed MCCa's agent.
- B. MCCa is not responsible for detecting any errors in the remittance information or any other information received from Client or any Customer.
- C. Client understands and agrees that any form of Customer documentation or disclosures provided to Client by MCCa in connection with the Service is provided by MCCa solely as a courtesy and MCCa makes no representation or warranty regarding the sufficiency or accuracy of such documentation or disclosures, including whether or not such documentation or disclosures comply with Applicable Law.
6. Indemnity. Client shall indemnify and defend MCCa from and against any and all losses, claims, demands, fines and penalties against MCCa arising from: (i) Client's or Customer's breach of this Agreement or Applicable Law; (ii) claims by Customers relating to the Service unless and except to the extent caused by MCCa's gross negligence or willful misconduct; (iii) information, instructions or data provided by Client or any Customer or potential Customer to MCC; (iv) claims by Client's third-party service providers, including but not limited to, gateways, systems, banks, issuers, and card processors, other than claims related to MCCa's gross negligence or willful misconduct; (v) Client or Customer's failure to comply with all MCCa guidelines, directives, policies, practices, rules and procedures made available to Client or Customer; (vi) chargebacks and other processing losses, including but not limited to any returned Transactions, in the event the returned Transaction is caused by Client's or Customer's error or incorrect information supplied by Client or Customer, insufficient funds in Client's or Customer's account, a closed Customer account, and/or failure timely to notify MCCa of changes in Client's or Customer's account.
7. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered.
8. Representations, Warranties and Covenants.
- A. Each party represents, warrants and covenants to and with the other party that: (i) such party will comply, and will cause its employees and agents to comply with, all the terms of this Agreement, which are applicable to it, including any amendments thereto, and with all Applicable Law; (ii) such party is an entity, duly organized, validly existing and in good standing under the laws of the state of its organization; (iii) such party has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by it under this Agreement; (iv) this Agreement has been duly executed and delivered by such party and constitutes the valid and binding obligations of such party, enforceable in accordance with its terms; (v) there is no action, suit or proceeding pending or to such party's knowledge threatened which, if decided adversely, would impair such party's ability to carry on its business substantially as now conducted or which would adversely affect such party's financial condition or operations.
- B. Client represents, warrants and covenants to and with MCCa that: (i) each Client settlement account into which a credit Transaction is paid through the Service is a business account in accordance with NACHA Rules; (ii) Client has not relied upon MCCa for advice regarding compliance with Applicable Law; and (iii) Client will independently verify Client's compliance with Applicable Law.
9. Intellectual Property Ownership.
- A. Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium ("Intellectual Property") belonging to the other ("Owner"), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non-transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner's Intellectual Property. All rights not expressly granted to Client hereunder are reserved by MCC.

- B. Client shall not, and shall not permit any other third party to disassemble, decompile, reverse engineer, or create derivative works from the Software.
  - C. Client warrants to MCCA that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to MCCA for use in connection with the Service.
  - D. MCCA shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of MCCA showing actual money damages. Such injunctive relief shall not preclude MCCA from pursuing any other remedies available to it, including the recovery for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.
10. Publicity. Neither party shall make any public announcement relating to the other party, the terms of this Agreement or its performance hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
11. Audits.
- A. Client agrees to allow MCCA (or MCCA's designee) reasonable access to audit Client's facilities and applicable books and records, and will use commercially reasonable efforts to obtain for MCCA the right of access for such applicable books and records which are not in Client's possession, as the case may be, as is reasonably necessary to ensure Client's compliance with Applicable Law and this Agreement. Provided, however, that, except where MCCA or its designee discovered a deficiency or violation during an immediately preceding audit, MCCA may not perform an audit of Client more than once in any calendar year.
  - B. If any audit results in a conclusion that Client is not in compliance with Applicable Law or this Agreement, or results in the identification of any control deficiency or other error or deficiency that could reasonably be expected to have an adverse impact on the Service then Client shall take immediate steps consistent with reasonable commercial practices to correct the noncompliance, error or deficiency.
12. Miscellaneous.
- A. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of State of New Jersey, without giving effect to its conflicts of law principles. The parties agree that the exclusive jurisdiction and venue of any litigation arising out of or relating to this Agreement shall be the district court within and for Middlesex County, New Jersey, or if jurisdictional requirements are otherwise met, the United States District Court for the District of New Jersey. Each of the parties hereby waives a jury trial and the defense of an inconvenient forum.
  - B. Entirety of Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to such subject matter.
  - C. Waiver and Changes. This Agreement and the rights and obligations expressed in this Agreement shall not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession by either party to the other party or to any other person or by the exercise by either party of any of its rights hereunder or by any compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of either party. Neither party shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless the waiving party approves such waiver in writing. No changes to this Agreement shall be binding upon the parties unless made in writing and signed by an authorized representative of each party.
  - D. Invalidity. If any provision hereof is for any reason determined to be invalid, such provision shall be deemed modified so as to be enforceable to the maximum extent permitted by law consistent with the intent of the parties as herein expressed, and such invalidity shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.
  - E. Third Party Beneficiaries. This Agreement is made solely and specifically between and for the benefit of the parties, and their respective successors and permitted assigns, and no person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
  - F. Attorneys' Fees. In any action to enforce the terms of this Agreement or to collect damages for its breach, the prevailing party shall be entitled to its reasonable attorneys' fees and all costs and expenses of enforcement through arbitration, appellate and post-award proceedings.
  - G. Notices. Any notices or other communications required or permitted by this Agreement shall be in writing and shall be delivered either by personal delivery or by nationally recognized overnight courier service, to the attention of "General Counsel" at the address for such party first set forth above, or to such other address as either party shall have designated to the other by written notice given pursuant to the terms hereof. Notices shall be deemed given: two business days after deposit with overnight courier, if sent by overnight courier; upon delivery, if hand delivered; and upon the date of attempted delivery, where delivery is refused.
  - H. Assignment. Neither this Agreement nor any of the rights or obligations under it may be assigned, delegated, sub-licensed or transferred (by operation of law or otherwise) by either party without the prior consent of the other party, which consent shall not be unreasonably withheld, except that MCCA may, at its sole discretion, assign its rights or delegate or subcontract performance of its obligations under this Agreement to (i) any subsidiary, affiliate or parent entity; and (ii) any purchaser or transferee of substantially all of MCCA's stock or assets and liabilities.
  - I. No Agency. Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.

- J. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.
  - K. Survival. The following provisions of this Agreement shall survive the termination of this Agreement: (i) provisions relating to protection of Confidential Information; (ii) all obligations and liabilities (including fees) incurred prior to the termination or during any transition period; (iii) all indemnification obligations in this Agreement; (iv) all provisions which by their express terms survive termination.
  - L. E-Verify. Municipal Code uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code's E-Verify Number is 42302
13. Termination of Agreement. Either party may terminate this Agreement for cause in the event of a breach of this Agreement by the other party which remains uncured thirty (30) calendar days after notice thereof by the non-breaching party. The notice of termination shall detail the reason for such termination. Notwithstanding the foregoing or anything to the contrary otherwise contained in this Agreement, MCCa may terminate this Agreement upon five (5) calendar days prior written notice if Client has failed to pay any amount due MCCa within the time periods set forth in this Agreement or failed to maintain the Minimum Balance in the Client Funding Account.
- A. Notwithstanding any term or provisions of this Agreement to the contrary, either party shall be entitled to terminate this Agreement, upon thirty (30) calendar days' written notice after the occurrence of any of the following: (i) the commencement of proceedings in bankruptcy, or for reorganization of the other party, or for the readjustment of any of the debts of the other party under the applicable Bankruptcy Code, as amended, or any part thereof, or under any other laws, for the relief of debtors, now or hereafter existing, by either party or against either party, which is not dismissed within thirty (30) calendar days; (ii) the appointment of a receiver, trustee or custodian of the other party, or for any substantial assets of the other party, or the institution of proceedings for the dissolution or the full or partial liquidation of the other party, which is not dismissed within thirty (30) calendar days; (iii) the other party ceasing to conduct its business in the ordinary course.
  - B. Either party may terminate this Agreement upon thirty (30) calendar days advance notice upon any change in Applicable Law that would render such party's continued participation as then structured illegal or in violation of Applicable Law; provided, however, that shorter notice may be given if legally required in order to comply with such applicable law.
  - C. MCCa may terminate this Agreement immediately upon written notice if (i) the processes by which MCCa provides the Service are deemed or could reasonably be deemed to violate or be in violation of any Applicable Law; (ii) it reasonably appears to MCCa that the Service is being used by Client or Customers for inappropriate, illegal, or improper purposes or that to continue to provide the Service to Client or Customers would present an unacceptable business risk to MCCa; or (iii) if information supplied by Client regarding the Client Funding Account is false, inaccurate or incomplete.
  - D. Upon termination of this Agreement, MCCa shall provide Client with the assistance reasonably necessary to facilitate the orderly transition of Client's Customers to alternative bill payment services similar to the Service (the "Transition Services"). Transition Services shall be provided at MCCa's published time and materials rates which are in effect at the time of the Transition Services. Any license rights granted herein shall survive termination of this Agreement until the Transition Services are completed.
14. Term. The Agreement is effective as of the Effective Date and will continue for an initial term of three (3) years ("Initial Term"). Thereafter, this Agreement will automatically renew for successive twelve (12) month periods unless terminated by either party by written notice to the other party not less than one hundred eighty (180) calendar days prior to the expiration of the term then in effect. (The Initial Term and any renewal terms hereinafter collectively referred to as the "Term".) The Client reserves the right to negotiate contract terms with the successful vendor for services not initially selected for the full term of this contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

MUNICIPAL CODE CORPORATION INC.  
(dba MCCa, a division of Municipal Code Corporation)

\_\_\_\_\_  
Client

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

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

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

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

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Introducing Perry's new payment portal. Manage your utility bill anytime and anywhere.

- 24/7 online access
- Make payments *Online* or right from your *Phone*
- Optimized for mobile use on your phone or tablet device
- Pay using your choice of *Debit Card*, *Credit Card* or *eCheck*
- Enroll for automated payments using your *Debit Card*, *Credit Card* or *eCheck*
- View your last 13 months of *statement history*
- Sign up for paperless billing by *email* or *text*

Start saving time and money while helping the environment.

**Logon to [www.perry-ga.gov](http://www.perry-ga.gov)  
and enroll today!**



**Where Georgia comes together.**





Where Georgia comes together.

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: Mayor/Council

FROM: Lee Gilmour, City Manager *LG*

DATE: May 31, 2016

REFERENCE: Processing Service Charge

The City has an ongoing issue with a few of its motels. The issue is delinquent payment of the Hotel/Motel tax. The tax is self-reporting and due each month. The facility collects the tax and remits to the City. The City Attorney has stated the City cannot cancel water/sewer service if the tax is not paid timely without a hearing. By the time the hearing is set, the delinquent payment is made and the process begins again.

It takes time for staff to monitor and send delinquent notices. The Administration recommends Council activate a service charge for those accounts 30 or more days late in reporting. The service fee is recommended to be \$25.00/mo. For example, if a motel was three (3) months delinquent by the due date, the service charge would be \$75.00. This would be levied every month the account is delinquent.



Where Georgia comes together.

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: Mayor/Council  
FROM: Lee Gilmour, City Manager *LG*  
DATE: May 26, 2016  
REFERENCE: Billboard Lease

Attached is an email from Ms. Bledsoe and a copy of the lease with the City for the billboard located at Heritage Park. With the development of the park site, the Administration recommends Council authorize the 60-day cancellation process.

cc: Mr. K. Dye

## Lee Gilmour

---

**From:** Shane Bledsoe <sbledsoe@lamar.com>  
**Sent:** Wednesday, May 25, 2016 12:27 PM  
**To:** lee.gilmour@perry-ga.gov  
**Subject:** Lamar Billboard at 2005 Sam Nunn Blvd. - Lease Agreement & Proposal Going Forward  
**Attachments:** cityofperrytradelease3348-01.PDF

Lee,

Thank you for speaking with me this morning regarding the billboard on the City of Perry's property at 2005 Sam Nunn Blvd.

Please see attached the lease that we have been operating under since Outdoor West and the City of Perry agreed upon this back in 1993. As I stated, it was a "trade" agreement, where the City was allowed to advertise on at its discretion, and somewhere along the way, I believe the City stopped communicating with Lamar to put up the City's advertising. Per the lease, the North facing panel has in the past been held for the City to advertise, however, I think there may be some confusion and the South facing side is currently being held for the City (which can easily be swapped/fixed). If the City would like to continue with a new lease going forward, we would extend the offer to pay \$1,000.00 per year on at least a 5 year lease with the City in lieu of trading the one side of the structure for advertising.

Either way, Lamar would like to continue the relationship with the City of Perry and keep the board in place.

Please let me know which route the City would like to take on this, and we can go from there.

Thank you again, Lee, and we hope to hear back from you soon on this.

**Shane Bledsoe**  
**Real Estate/Lease Manager**  
**Lamar Advertising of Macon**  
**5001 Mercer University Drive**  
**Macon, GA 31210**  
**(478) 474-3990, Ext. 115**  
**(478) 474-0775 Fax**  
**(478) 808-0312 Cell**  
**sbledsoe@lamar.com**



Should either Lessor or Lessee desire to terminate this lease at the expiration of the term set forth above, notice of such intent shall be given the other party in writing at least ninety (90) days prior to such date of expiration. If neither party gives the other such written notice, this lease shall be deemed automatically renewed for a like term as that set forth above upon the same terms and conditions as set forth herein. Should either Lessor or Lessee desire to terminate this lease at the expiration of the renewal term, notice of such intent shall be given the other party in writing at least ninety (90) days prior to such date of expiration. If neither party gives the other such written notice, this lease shall be deemed automatically renewed for a term of one (1) year upon the same terms and conditions as set forth herein and shall be deemed automatically renewed from year to year thereafter unless and until such written notice is given in the manner provided herein.

In the event of any change of ownership of the property herein leased, the Lessor agrees to notify the Lessee promptly of such change and also agrees to give the new owner formal written notice of the existence of this lease and to deliver copy thereof to the new owner.

All materials and displays placed upon the property by Lessee shall be trade fixtures and shall be and remain Lessee's property, and Lessee may remove the same at any time during the term or any renewal or extended term of this agreement or after termination or cancellation of this agreement.

It is understood by all parties concerned that in the event of condemnation by any authority the Lessee will receive a separate award for its interest in the real estate described in the lease document.

RIGHT OF ENTRY

Lessor hereby grants to the Georgia Department of Transportation the right to enter the leased premises for the purpose of inspecting Lessee's outdoor advertising display(s) and to carry out any lawful order to remove said outdoor advertising display(s).

This lease is assignable by Lessor or Lessee and shall be binding upon the heirs, successors and assigns of both Lessor and Lessee.

This is the 25th day of May, 1993.

Jamie Williams  
Witness

[Signature]  
Lessor Signature

[Signature]  
Notary Public, Houston County, Georgia  
My commission expires Oct 11 1996

CITY OF PERRY  
Name  
P. O. Drawer A  
Address  
Perry, Ga. 31069  
City State Zip

Social Security # / Telephone #  
ACCEPTED: Outdoor West, Inc. Georgia

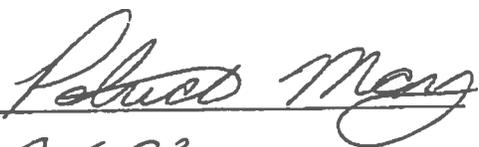
[Signature]  
Notary Public  
My commission expires March 16, 1996  
Notary Public, Pike County, Georgia

[Signature]  
Signature  
Title VP Operations

LEASE ADDENDUM

1. Outdoor West will build a single pole structure with two (2) faces.
2. The use of the north-facing side of the sign will be given to the City of Perry in exchange for lease rent. Outdoor West is under no obligation for the posting, painting, maintenance or repair of advertising messages used on this side of the sign.
3. The City of Perry will apply for the Department of Transportation Outdoor Advertising Permit. The permit will remain in the name of the City of Perry.
4. All materials used in the construction of the sign will remain the property of Outdoor West.
5. Either party may cancel this lease upon 60 days written notice.

LESSOR   
Date \_\_\_\_\_

LESSEE   
Date 2-6-93



Notary Public, Pike County, Georgia  
My Commission Expires March 16, 1996



**Where Georgia comes together.**

**REQUEST FOR PROPOSAL  
DESIGN AND IMPLEMENTATION OF WAYFINDING SIGNAGE SYSTEM**

The City of Perry seeks to develop a comprehensive informational and wayfinding signage system that facilitates wayfinding leading into, and throughout, the City. This wayfinding signage system should address the needs of the City, Perry residents, Perry commercial interests, and visitors using all modes of transportation. Street level vitality, legibility, safety, maintenance and replacement costs are all major concerns in creating a wayfinding system that is accurate, concise, and welcoming. The system should be planned and developed in a way that is easily expanded upon as Perry continues to grow and the community changes. The program should consider a variety of sign types including, but not limited to:

- General wayfinding signage e.g. directional signage, informational signage, gateway signage, etc. at both the vehicular and pedestrian level
- Historical/cultural signage
- Commercial signage
- Recreational asset signage
- Public facility signage e.g. public parking, city hall, fire department, etc.
- Downtown informational/map kiosk

**Background:**

Founded in 1824, the City of Perry is located in Houston County in the heart of Middle Georgia. The historic community currently encompasses 16.4 square miles along Interstate 75 approximately 90 miles south of Atlanta. Perry has been able to capitalize on proximity to Robins Air Force Base, excellent schools, unique downtown, high quality of life, and location in transforming from a small town to a vibrant and growing community of nearly 15,000 people. As a hub of state and federal highways, home of the Georgia National Fairgrounds & Agricenter and the Georgia Artisans Center, and with events like the Dogwood Festival, the Perry Music Festival, and the annual Perry Buzzard Drop New Year's Eve bash, Perry is "Where Georgia Comes Together".

Historic Downtown Perry, a bustling commercial core surrounded by historic, traditional neighborhoods, is the economic anchor of a commercial environment with approximately 641 businesses. Though well-rounded in its composition, the Perry economy is driven by tourism, with nearly 1 million people visiting every year for events at the Georgia National Fairgrounds & Agricenter, and Robins Air Force Base, the 24,000-employee economic engine located in Houston County. There are also a number of large employers in Perry including Perdue Farms, Frito Lay, and Graphic Packaging.

Perry is growing and growing quickly. The City of Perry is growing at a rate exceeding that of Houston County, the Middle Georgia Region, the State of Georgia, and the U.S. In regards to population, the City of Perry is expected to grow at a rate of 1.5% per year. The fastest growing population segment is for people 20 – 34 years of age and our largest demographic are those



## Where Georgia comes together.

persons known as “Middleburg” which have a median age of 35.3, are mostly well-educated young couples, and have a relatively high median household income.

Beyond the strong economic situation, much of this growth can be attributed to the high quality of life found in Perry. Perry is continuously lauded as one of the safest communities in Georgia and amongst the best small towns in Georgia. With a focus on public spaces, parks, and recreational offerings, the City of Perry offers a wide range of recreational and leisure opportunities. Houston County Schools are among the best in Georgia and The Westfield School offers a sound private school option. You will also find a broad-range of post-secondary educational opportunities nearby. Organizations like the Perry Area Historical Society, Perry Players Community Theatre, and the Perry Public Arts Commission serve to round out a community experience that is difficult to surpass.

Beginning in December 2014, in part as a revitalization of efforts undertaken in 2013, the City of Perry Wayfinding Committee was reconstituted with the goal of establishing a Wayfinding Plan for the City that would lay the groundwork for a subsequent wayfinding system. Meeting regularly through September 2015, this working group brought together a variety of community interests and perspectives in putting together the City of Perry Wayfinding Plan.

Implementing the Wayfinding Plan, the community hopes to develop a wayfinding system that will bring people, residents and visitors alike, into Perry to conduct business, visit, recreate, sightsee, eat, shop, etc. The design and implementation of a wayfinding system is a priority in multiple guiding documents in including the *City of Perry Strategic Plan and Implementation Program* and the *City of Perry Masterplan*.

With the Wayfinding Plan developed, the City chose to delay implementation so that a concurrent initiative, the Perry Branding Initiative, which will heavily influence the creative and design aspects of the Wayfinding System, could be completed. With the Perry Brand in place the City is ready to move forward with the Wayfinding System.

### **Project Description:**

The City of Perry seeks to design and implement a comprehensive signage system that facilitates wayfinding throughout the City. This wayfinding signage system should address the needs of Perry residents and visitors using all modes of transportation. Street level vitality, legibility, safety, maintenance and replacement costs are all major concerns in creating an informational signage and wayfinding system that is both direct and friendly. The wayfinding and signage system should integrate Perry Brand elements and should be easily expanded upon as the City grows. The project should consider a variety of sign types including, but not limited to:

- General wayfinding signage e.g. directional signage, informational signage, gateway signage, etc. at both the vehicular and pedestrian level
- Historical/cultural signage
- Commercial signage
- Recreational asset signage
- Public facility signage e.g. public parking, city hall, fire department, etc.



**Where Georgia comes together.**

- Downtown informational/map kiosk

The City of Perry Wayfinding Plan will serve as a guiding document in the development and implementation of the system and the City of Perry Wayfinding Committee will provide guidance and oversight to the process. As costs are a concern, the project will be implemented in phases. It will also be necessary to assist the City in identifying sign fabrication/installation firms and working with said firms in implementing the system.

The wayfinding/signage system will be implemented City-wide and replace all current City signage. The plan should consider existing signage locations, the possibility of locating signage on existing poles, and responsiveness to mode of travel, traffic patterns, surrounding land uses, as well as maintaining pedestrian travel and ADA accessibility. Price of fabrication and installation, and the ease and cost of changing and maintaining signage, should also be considered.

### **Project Scope:**

#### *Phase 1: Analysis and Program Development*

---

- Conduct an on-site kickoff meeting and site analysis.
- Learn how people will enter and leave the area and move between the destinations, developing circulation patterns.
- Discuss maintenance, budget, schedule and phasing issues with City of Perry staff.
- Review the City of Perry Wayfinding Plan.
- Discuss the project with Wayfinding Committee members.
- Identify user groups, their specific needs, and potential wayfinding difficulties, particularly as they affect the disabled, senior citizens, staff, and visitors.
- In coordination with the Wayfinding Committee, develop formula and policy to determine which destinations should be included on signs.
- Review destination names and suggest alternate terms that might clarify wayfinding, if necessary.
- Work to incorporate Perry Brand into wayfinding system and sign design.
- Determine what sign types and wayfinding elements will be needed.
- Evaluate requirements for the signage as relates to the Perry Land Development Ordinance and all pertinent Houston County/GDOT/USDOT requirements.
- Meet with representatives of any regulatory agencies having jurisdiction over the right-of-ways or visual characteristics of the signage.
- Evaluate feasibility of reusing existing locations, poles, hardware on an individual location basis.
- Analyze existing traffic patterns and means of accessing Downtown Perry, map recommended locations for signage directing users to the downtown.
- Develop a hierarchy of information.
- Develop a Project Schedule.
- Develop the preliminary wayfinding logic.



**Where Georgia comes together.**

*Deliverables:* Wayfinding Analysis and Recommendations Document (hard copy and editable digital copy) including an evaluation of the existing system, users' needs, destinations, signage requirements, regulatory and jurisdictional issues, recommendations for creative design; and a detailed schedule for project completion, including team members' roles and time commitments, and key meetings and milestones. Also, a detailed site plan (with rationale for boundaries) showing public circulation patterns, primary public destinations, and community access points, and a detailed site plan showing existing signage locations that will or will not be reused.

### Phase2: System Design Development

---

- Analyze architectural elements, materials, themes, and the new Perry Brand creative elements and guidelines in order to develop an appropriate design aesthetic for the system.
- Review the Perry Land Development Ordinance and ensure signage is appropriate thereof.
- Prepare detailed designs for various sign types, including distinct prototypes for the Historical signage and Parking signage system.
- Present three initial design concepts for review (Committee selects one initial design concept for additional refinements).
- Complete up to two rounds of refinements.
- Apply the approved design to the remaining sign types.
- Present the full sign type array and mock-up signs.
- Revise the individual sign type designs once more (if needed).

*Deliverables:* Final signage designs with written statement regarding rationale for design choices, materials, and how systems can be modified over time; scaled mockups of potential sign types and concepts; and a statement of probable cost for the fabrication, installation and maintenance of the system, including number of various sign types and locations.

### Phase 3: Pre-Production

---

- Create finalized, detailed specifications and creative elements for final signage designs (exact dimensions, letter heights, materials, mounting details, color specifications, and material performance standards). Remit all necessary elements to the City of Perry.
- Prepare Sign Location Plans, Sign Phasing Plan, and Sign Message Schedules.
- Develop Bid Documents for a competitive bidding process for signage fabrication and installation.
- Verify the Statement of Probable Cost for the fabrication and installation of signage.

*Deliverables:* Final Bid Documents, verification of the Statement of Probable Cost, and Implementation Phasing Plan that includes priorities in terms of sites and sign location. This plan should include details for location such as distance from a point of interest, location on a one-way street, conflicts with existing infrastructure, etc.



**Where Georgia comes together.**

#### *Phase 4: Implementation*

---

- Work in coordination with the City to finalize and issue a Request for Proposals to firms for the fabrication and installation of signage.
- Work in coordination with the City in receiving and evaluating all proposals received.
- Consult with the City and selected fabrication/installation firm during fabrication and installation process.
- Coordinate any required modifications that the fabricator may need to make.

*Final Deliverables:* City of Perry Wayfinding and Signage Manual that serves as a guide for implementing and maintaining the new wayfinding system. Manual should include system summary, map of sign locations and content, drawings and creative elements of each type of sign, recommendations for future project expansion, best practices and recommendations regarding sign placement, method of updating/replacing signs, etc. The manual should be provided in both hardcopy and electronically. The electronic document should be provided in both PDF and editable Word formats. Scaled and mounted mapping documents should also be provided.

#### **Submittal Requirements**

Proposers must submit nine (9) identical paper copies of the proposal, along with an electronic submittal. The following items must be included, along with other material to demonstrate proposer's expertise and capability:

**1. Description of Approach:** Section describing the intended approach and methods for the project. The description should also include the proposed schedule for the work and list of products to be produced including:

- Tasks to be performed and timeline for each task to be completed
- Methods proposed to use to manage the project and communicate with City staff and the public as to project progress and conduct of public meetings
- Data/information/resources the consultant expects the City of Perry to provide

**2. Team Qualifications:** Description of the proposed team members from the staff of the proposer and any subcontractors who will be responsible for specific work tasks. Provide specific information on the project manager who would be responsible for the project. Provide general information on others on the team including their qualifications, the multi-disciplinary nature of the team assembled for this project, and specific evidence of relevant experience designing and implementing wayfinding signage and systems. Include names with contact information (phone and email) of three past client references, preferably municipalities.

**3. Description of Comparable Projects:** Summary of comparable wayfinding system projects in progress or completed are to be submitted with the following information for each:

- Reference name, with current contact information
- Client type
- Overview of process of wayfinding system/signage design and implementation
- Size and scale of geographic area for which the wayfinding system was installed



**Where Georgia comes together.**

- General overview of wayfinding system and signage numbers (e.g. number of pedestrian level signs downtown, etc.) and examples of signage design
- Status report on system design/implementation

4. **Sample Wayfinding System Documents:** Please include samples of final deliverables from the list of comparable projects. If these deliverables differ from what was ultimately adopted by the clients, please provide examples of each and a brief explanation.

5. **Schedule:** Provide a schedule of activities to include project milestones and an overall timeframe for completion of the project.

6. **Project Cost:** Submission should include a detailed description of the proposed cost for the services requested. It should identify the total cost for completing each defined work task separately including direct and indirect costs. The proposal should be signed by the person responsible for the decisions as to costs and services being offered.

7. **Completed W-9 Request for Taxpayer Identification Number and Certification**

8. **Completed Contractor Affidavit – E-Verify Request**

**Selection Criteria:**

Qualified candidates will be judged on the following criteria:

- Quality of proposed work plan – 35%
- Experience with wayfinding systems and signage design – 35%
- Cost – 30%

The City of Perry reserves the right to reject any and all proposals.

**Review Process:**

The City of Perry will review the proposals and may require follow-up information and/or a meeting with the presenting organization. City staff will make a recommendation to City of Perry Mayor and Council who will make any and all final decisions.

**Questions:**

Questions regarding this request or the wayfinding system in Perry should be directed to Robert Smith, Department of Economic Development with the City of Perry, at (478) 988-2757 or via email at [robert.smith@perry-ga.gov](mailto:robert.smith@perry-ga.gov).

**Please submit proposal to:**

**City of Perry  
Department of Economic Development  
Attn: Robert Smith  
1211 Washington Street**



**Where Georgia comes together.**

**P.O. Box 2030  
Perry, Georgia 31069**

**Envelope should be clearly marked: Wayfinding System Proposal**

**Proposals are due thirty (30) days from the date of issuance of this RFP at 5:00 p.m.**

*The City of Perry is an Equal Opportunity Employer and organization and does not discriminate on the basis of any legally protected characteristic, including but not necessarily limited to race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, will not maintain facilities which are segregated on the basis of race, color, religion or national origin, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.*



Where Georgia comes together.

Office of the City Manager

MEMORANDUM

TO: Mayor/Council  
FROM: Lee Gilmour, City Manager *LG*  
DATE: May 16, 2016  
REFERENCE: Natural Gas Service Needs

Several years ago Council examined the need to upgrade the City's natural gas transmission line. Due to lacking volume growth, the project was put on hold.

Attached is the May 9, 2016 proposal from Keck & Wood, Inc. to provide engineering services for upgrading the transmission line. This project needs to be planned and scheduled with the projected natural gas use of Sandler.

The Administration recommends the Council approve the Keck & Wood proposal for the existing system analysis and design phases.

This will be paid from the Gas System Revenue Fund.

cc: Mr. H. Deal  
Mr. C. McMurrian



Keck & Wood, Inc.

3090 Premiere Parkway  
Suite 200  
Duluth, Georgia 30097  
Office: (678) 417-4000  
Fax: (678) 417-4055  
[www.keckwood.com](http://www.keckwood.com)

May 9, 2016

Mr. Chad McMurrian  
City of Perry  
P.O. Box 2030  
1211 Washington Street  
Perry, Ga. 31069

Re: Engineering Services for  
High Pressure Gas Main Extension  
Houston Lake Road  
Perry, Georgia  
Our Reference No. 160903.00

Dear Mr. McMurrian:

As requested, Keck & Wood is pleased to submit this proposal for engineering services related to a proposed new high pressure steel gas main extension along Houston Lake Road in northeast Perry. The project purpose is to provide another high pressure gas main connecting the Bear Branch Road regulator station to existing pipelines at the intersection with Perry Parkway. The City is experiencing additional gas supply demand and needs to improve its gas supply system to meet customer demands. The project involves approximately 16,000 feet of new gas main with a new tap at the Jointly Owned station. The tap will be downstream of the existing regulator and metering assembly, which will be reused for this project. The new main will supplement the existing 2.5 inch and 4 inch mains currently serving the City along the same route. The preliminary new main size is projected as 8 inch pipe, although we understand our services should include verification of the required new main size.

To assist in the preparation of our proposal, you provided us with Autocad drawings of the Houston Lake Road widening gas main relocation project covering the route that we can use as a beginning for our base map drawings. Thank you also for furnishing us with the simplified valve map of Houston Lake Road and the gas distribution system map that can help us with potential modeling of the proposed gas main extension.

Having been involved in many similar system expansion projects, we fully understand the scope of services that will be required to design and permit this type of project. Our staff is fully capable and prepared to not only provide the required design services, but to also provide right-of-way/easement acquisition assistance, bid-phase services and construction administration services, as needed, and requested by the City.

We also understand that concurrent with the preliminary design phase of this project, we will be asked to evaluate and analyze the City's existing high-pressure system capacity and make recommendations for sizing of this new gas main to provide increased system capacity for servicing future customer growth and demand. The sizing analysis will include use of this new gas main for all City gas demands as a potential replacement or backup of the existing two gas mains.

Our services can be tailored to meet the City's budget and needs. However, based upon our experience with similar projects, our recommended Scope of Services, engineering fee, and completion time is outlined below:

### **Design Phase**

1. Meet with City representatives to assist in identifying and determining the preliminary pipeline route, the project schedule, connections to existing pipelines, and other project details. We understand the new pipe should meet the current system MAOP of 500 psi, be tested to 720 psi, and the intended route is along the right of way of Houston Lake Road and Bear Branch Road. Only the existing gas main easement between Bear Branch Road and the Jointly Owned tap station will be used with the new route.
2. Assist the City with obtaining the GIS information available from the Houston County Tax Assessor's office, which includes road centerlines, partial right-of-way data, parcel data and aerial photography along the Houston Lake Road route. Houston County usually provides their GIS information free of charge to Houston County municipalities, whereas they sell it to consultants for thousands of dollars.
3. Contact the Georgia Department of Transportation (GDOT) offices in Atlanta to obtain the latest available GDOT right-of-way information for SR 127 (Houston Lake Road).
4. Contact the Houston County Department of Public Works to discuss the proposed gas main route along roads not in the Perry City Limits and confirm right-of-way widths and installation requirements.
5. Prepare preliminary layout drawings for the selected route from the data obtained from the City of Perry, Houston County, GDOT and other electronic data available from Google-Earth.
6. Call in design locates for the selected gas main route. Contact and/or meet with existing underground utility owners to assess the space available in the right-of-way and decide on the preferred gas main alignment.
7. Meet with City representatives to review and discuss the preliminary drawings, the preferred alignments and other project details, such as connection at the Jointly Owned station and line valves. Any anticipated easement acquisition needs would also be discussed.
8. Perform a field investigation along the selected gas main alignment to identify and confirm any existing physical features that would impact design and construction, such as above ground utility facilities, pavements, side roads, creeks and drainage structures. The field investigation would be an above ground investigation of the side of the road of the proposed gas main route. Physical features that need to be shown on the drawings would be identified and located.
9. Prepare final contract documents, which show and describe the scope and character of the work items to be performed by a contractor, including Construction Plans and Erosion and Sedimentation Control Plans. It is anticipated that coverage under the NPDES General Permit for Storm Water from a Construction Site will be required. Contract documents would also include Advertisement for Bids, Information for Bidders, Bid Forms, Bid Bonds, Agreement, Specifications, Notice of Award, Notice to Proceed, General Conditions, Supplementary Conditions, and Construction Details.
10. Prepare cost estimates to reflect latest opinion of probable construction costs.
11. Meet with City representatives to review the Final Contract Documents and the Construction Cost Estimates.

12. Assist the City in obtaining Utility Facility Encroachment Permits from GDOT, including preparation of required drawings, location maps, applications and submitting same using the GDOT web-based GUPS system.
13. It is anticipated that creeks and streams would not be disturbed by the construction due to the required use of horizontal directional drilling. Obtaining stream buffer variances or other water crossing permits is not anticipated for this project.
14. Geotechnical explorations and soil borings may be necessary for the horizontal directional drilling component or other areas of the route. Our fee includes an allowance of \$5,000 for such work that can be arranged through our services or direct with the City at your discretion.

#### **Existing System Analysis Phase (Concurrent with Design Phase Tasks 1 through 7 above)**

1. Meet with City representatives to discuss and determine the scope of the system analysis work.
2. Using our gas system modeling software (Gas Works 9.0), we would convert the City's Gas System Map data to create a gas system model of the high-pressure (500 psig) system.
3. Obtain estimated peak hourly gas loads from the City to set up and calibrate the gas system model.
4. Use the gas system model to analyze the capacity of the existing natural gas high-pressure distribution system and the capacity to handle future growth.
5. Make recommendations on sizing of new Houston Lake Road gas main improvements that would provide increased system capacity for serving future customer growth and demand.
6. Meet with City representatives to discuss our recommendations.

#### **Bidding Phase**

1. Assist the City in selecting a period for advertising and bidding the proposed improvements. Provide Advertisement for Bids for use by the City.
2. During the bidding period, act as the City's representative in distributing the contract documents and responding to all Bidder questions and inquiries.
3. Attend bid opening and assist the City with opening bids.
4. Tabulate and evaluate bids and make a recommendation of award.
5. Prepare and distribute contract documents, which require execution by the Contractor and the City.

#### **Construction Administration and Oversight Phase**

1. Assist the City in conducting a pre-construction conference in which the contract documents would be reviewed with specific emphasis on Contractor administrative and procedural responsibilities.
2. Review shop drawings and submittals for conformance to the contract documents.
3. Make visits to the site (not to exceed one/month) to inspect progress and quality of the work with regard to conformation to the contract documents.
4. Review, revise (if required) and approve Contractor applications for payment.
5. Conduct a final site inspection with the Contractor to determine Substantial Completion of the project.
6. Prepare and distribute documents verifying Substantial Completion and Final Acceptance.
7. Prepare one set of construction record drawings based on Contractor provided markups in pdf format and Autocad format to the City for their records.

8. Recent PSC (Public Service Commission) directives indicate full time site inspection of the construction activities is required for gas projects. If needed, we can assist the City in identifying potential construction inspectors for this work that can be hired direct by the City or engage an inspector under our services. The cost for such inspection can be discussed and agreed upon just prior to commencement of construction. For convenience, we included the cost in the tabulation below.

As compensation for the activities described in our recommended Scope of Services, we propose that our fee be based upon actual time spent by employees multiplied by hourly billing rates for each employee category as shown on the attached rate schedule, plus direct expenses such as vehicle mileage and reproduction cost. This arrangement will allow some flexibility by the City in giving us direction on various portions of the work and may permit some savings by the City if certain expected tasks are reduced or eliminated. Additional services may also use this same cost arrangement.

We propose engineering fee budget amounts for each phase of the work as shown below:

Design Phase	\$64,100
Existing System Analysis Phase	\$17,900
Bidding Phase	\$6,400
<u>Construction Administration and Oversight Phase</u>	<u>\$25,300</u>
Total Engineering Fee Budget:	\$113,700
<u>Full Time Site Inspection Services</u>	<u>\$55,000</u>
Total Project Services Budget	\$168,700

The total engineering fee total amount of \$113,700 will not be exceeded without your prior approval. The actual construction phase engineering cost for the project depends upon the phasing of the project, the experience and performance of the contractor and the number of site meetings needed during the construction phase. Our fee budget is based upon a single construction contract and a six-month construction period.

#### Optional Additional Services

Keck & Wood, Inc. is prepared to provide any additional services not detailed in our recommended Scope of Services or as requested by the City, on an hourly rate basis utilizing the employee categories and hourly billing rates or under a separate negotiated lump sum agreement.

Optional additional services may include:

- Preparation of Easement Documents and associated exhibits (drawings).
- Preparation of documents for obtaining stream buffer variances.

Invoicing for our work will be on a monthly basis and payment of a properly prepared invoice is expected within thirty (30) calendar days of receipt. We intend to complete the design phase and existing system analysis phase within 150 calendar days of authorization to proceed. If this time period needs adjustment to meet your needs, please let us know. We will keep you informed of our progress as needed. Our services will be performed in accordance with the attached Terms and Conditions. This proposal will remain valid for 60 calendar days from the date hereon.

We hope this information is acceptable to you. Please let us know if you would like any revisions or clarifications of the above information. We are available to begin the work upon your authorization. Return of an executed copy of this proposal in the space below can act as our authorization to begin or we can provide some other form of authorization if needed. We greatly appreciate the opportunity to be of assistance to you on this project and look forward to your favorable reply. If there are any questions, please let us know.

Sincerely,

**KECK & WOOD, INC.**



Michael J. Moffitt, P.E.  
Chairman

This Proposal is accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Accepted by CITY OF PERRY, GEORGIA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

**KECK & WOOD, INC.**  
**SCHEDULE OF HOURLY BILLING RATES**  
**PERRY HOUSTON LAKE ROAD HP GAS MAIN EXTENSION**  
**Effective Through June 30, 2017**

<b>CLASSIFICATION</b>	<b>HOURLY BILLING RATE</b>
PRINCIPAL, P.E.	\$165.00
SENIOR PROJECT ENGINEER/ MANAGER, P.E.	\$165.00
STAFF ENGINEER IV, P.E.	\$145.00
STAFF ENGINEER II	\$112.00
STAFF ENGINEER I	\$105.00
SURVEY CREW	\$135.00
DESIGN TECHNICIAN	\$75.00
CLERICAL	\$65.00

## TERMS AND CONDITIONS OF SERVICE

**EFFECTIVE DATE:** This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

**SCOPE OF SERVICES:** Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

**AGREEMENT:** Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war, civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **WARRANTY: CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

## Lee Gilmour

---

**From:** Decius Aaron <decius.aaron@perry-ga.gov>  
**Sent:** Monday, May 09, 2016 3:14 PM  
**To:** Lee Gilmour  
**Subject:** The Villages of Camelot  
**Attachments:** photo 1.JPG; photo 2.JPG; photo 3.JPG; photo 4.JPG

Mr. Gilmour,

Per your memo dated May 9, 2016, I visited The Villages of Camelot and conducted a visual inspection of the road and noticed several areas where the sub-base has failed. If the City is contemplating accepting this road, a professional engineer should be engaged to prepare a cost estimate to bring the road up to City standards. The cost estimate could serve as the determining factor.

The Department of Public Works has received numerous calls concerning the condition of this road and should the City accept it in its current condition, I'm sure the residents would want something done immediately to improve the condition of the road.



**Decius T. Aaron**  
Director of Public Works  
**City of Perry**  
1211 Washington Street  
P.O. Box 2030  
Perry, GA 31069  
Telephone 478-988-2731 Fax 478-988-2799  
E-Mail: [decius.aaron@perry-ga.gov](mailto:decius.aaron@perry-ga.gov)  
<http://www.perry-ga.gov>

**Where Georgia comes together.**









Where Georgia comes together.

## City of Perry Special Events Policy

### I. Policy Statement

The City of Perry recognizes the benefits and opportunities created through special events and seeks to facilitate, promote, coordinate and/or participate in special events that benefit the Perry community. Special events provide opportunities to promote Perry's quality of life, foster a sense of community, enrich Perry's culture, promote tourism and boost the local economy.

Any public gathering or special event that requires restricted or exclusive use of any public property, including City of Perry lawns, streets and sidewalks, must first submit a special event application and obtain approval from the Perry City Council.

This policy is intended to work in conjunction with all other applicable rules, regulations, laws and ordinances of the City of Perry and other applicable governmental entities.

### II. Definitions

*Special event* – Any activity sponsored by an organization or individual for profit or non-profit, other than the City of Perry, held on public property and designed for entertainment, competition or social, ethnicity, religious and/or cultural awareness that 1) requires restricted or exclusive use of any portion of public property, including but not limited to lawns, sidewalks, streets, stages and/or temporary barricades; and/or 2) impedes the normal traffic flow; and/or impedes the enjoyment or use of the property by the general public. Such events require a special event permit issued by the City of Perry.

*City Clerk* – City staff member who is responsible for overseeing the application process and obtaining recommendation for acceptance or denial based on input from appropriate City departments. The City Clerk will submit the proposed event for inclusion on the agenda of the Perry City Council for consideration whether to approve or deny the application. The Clerk will act as liaison between the event organizer and affected departments within the City as necessary.

*City support services* – Services provided by the City of Perry to ensure that a special event is conducted in such a way as to protect the safety, health, property and general security of the public and integrity of public grounds. Services may include Police, EMS, Public Works, set-up, clean-up, event consulting, etc.

*Event organizer* – Person(s) designated as the authorized head of the organization or individual responsible for the proposed event.

*Public assembly* – Any meeting, demonstration, picket line, rally or gathering that does not require restricted or exclusive use of any portion of a facility as a special event.

### **III. Criteria for Evaluation**

The following criteria are used to evaluate and schedule special events and community festivals:

- Completeness of application and event layout
- Proof of liability insurance coverage in the required coverage amount
- Proof of liquor liability insurance coverage in the required coverage amount if applicable
- Impact and cost of the event on public health, welfare and safety
- Impact and cost on City support services
- Impact on surrounding businesses and residences
- Impact of event on the environment
- Impact on public access to streets, sidewalks and facilities
- Perceived benefit of the event for the Perry community
- Likelihood of participation by Perry residents
- Frequency of same or similar events
- Potential conflicts with previously approved events
- Previous history of event organizer's compliance with City of Perry policies and regulations
- Ability of event organizer to achieve goals set forth for special events and previous history in facilitating special events
- Perry Main Street Promotion Committee recommends the event.

The event organizer must be an individual or established organization whose membership and proof of insurance coverage shall be documented and kept on file by the City Clerk.

All applications shall be submitted to the City Clerk, who will review for completeness and appropriateness and will provide the event organizer with a written approval or denial of the application as determined by the Perry City Council.

In cases in which the event organizer is a recognized City partner, such as the Perry Area Chamber of Commerce, or partners with a recognized City partner, such as Perry Main Street Promotion Committee, the Perry City Council may choose to waive any permit fees and expenses for personnel, etc., for events held on public property.

In some cases, the event organizer for a downtown event on public property may wish to partner with the Perry Main Street Promotion Committee as co-organizers for the event. The committee

may decline to partner with an event organizer or on a particular event. If the committee votes to partner on the event, the application will be presented to Perry City Council as a joint application.

If an event will occur in downtown on public property, the Perry Main Street Promotion Committee will review the application and recommend to the Perry City Council whether to approve the application and waive any fees and personnel and other expenses, approve the application but not waive any fees and personnel and other expenses, or deny the application.

If the event organizer is an ad hoc committee, the event organizer will provide a list of all members of the committee and their contact information to the City Clerk at least two weeks before the event.

If City services are provided for events on private property, the City Council will not waive the permit fee and personnel and other expenses.

Approval may include conditions or stipulations intended to address or mitigate any potential issues.

All applications for events and festivals must be submitted in time to be included on a Perry City Council meeting agenda for consideration 60 days before the proposed event or festival.

The event organizer shall not advertise or in any other way promote an event until after it has been approved by the Perry City Council. Advertising an event prior to obtaining Council approval does not ensure the Council will approve the event.

Parades and races are handled separately from the process outlined in this policy.

#### **IV. Application Process**

The City of Perry City Clerk shall receive a completed special events application, event layout, application processing fee and proof of insurance at least 60 days prior to the proposed event or festival to ensure the matter will go before the City Council at least 30 days before said event.

Applicants will pay a \$25 application fee and, if alcohol is to be served, an additional special event alcohol permit is required. (This policy does not include fees and deposits for rental of City facilities.)

The City of Perry reserves the right to determine necessary staff requirements. Support of City staff, including Police (for security and traffic management) and Public Works (for clean-up, set-up and closing streets) beyond their normal daily routines may be requested on the application.

Additional costs beyond the permit fee will be quoted based on estimated hours of service. The applicant will be responsible for actual hours of service required. This fee may be waived at the discretion of Perry City Council.

- *Insurance* – A comprehensive liability insurance policy with up to one million dollars (\$1,000,000) single-limit coverage per occurrence for bodily injury and property damage with an endorsement naming the City of Perry, specifically and separately, as an additional insured under the policy is required. Do not include any specific department or person. See the coverage schedule below.

<u>Estimated Attendance</u>	<u>Coverage</u>
Fewer than 50	\$50,000
51-100	100,000
100-300	200,000
300+	500,000

Alcohol Permits

<u>Estimated Attendance</u>	<u>Coverage</u>
Fewer than 50	\$100,000
51-100	200,000
101-300	500,000
300+	1,000,000

A certificate of insurance is to be provided to the City Clerk. The certificate of insurance is to be provided to the City Clerk no less than 60 days prior to the scheduled event. If an event is approved by the City Council, it is approved pending receipt of the insurance certificate. The insurance agency must be licensed to do business in the state of Georgia. The company providing insurance must provide at least 30 days written notice of cancellation or termination, if such cancellation or termination of the policy is to occur prior to the indicated expiration date on the face of the certificate. In the event of any changes or cancellation of the policy, the City of Perry must be notified by certified mail.

- *Assignment* – The applicant/event organizer shall be prohibited from assigning any rights under this agreement to any other party. Council approval for the event covers only that event and activities as specified in the event application; other events and activities that piggyback on an approved event are prohibited.

- *City Ordinances* – All applicants must adhere to all City ordinances and, if using a City facility, rules for that facility. A copy of facility rules and guidelines is available from the City Clerk.

- *Discrimination* – The applying organization, association or entity shall not discriminate or advocate discrimination on the basis of race, color, religion, creed, national origin, age, gender or disability.
- *Houston County property* – If the event will utilize any Houston County property, including the former courthouse in downtown Perry, the event organizer is responsible for securing permission to use the property through the Houston County Public Works Department, 2018 Kings Chapel Road, Perry, (478) 987-4280. The City of Perry does not submit requests to utilize County property on behalf of the event organizer.
- *Downtown* – Contact Perry Downtown Merchants Association to ask if businesses will be open. Coordinate with merchants on promotions and if outside vendors will set up in front of stores.
- *Electricity* – Specific requirements for the use of electricity must be submitted with the application. Access to electricity from City power sources is not available without permission from the City. For projects that utilize a large amount of electricity, the City maintains the right to require additional payment for electricity used at an event based on electric meter readings prior to and following each event.
- *Restroom Facilities* – Portable toilets may be required for events of 4 hours duration or more. Consult with your restroom provider who can advise on state requirements for facilities and compliance with the Americans with Disabilities Act.
- *Parking* – Event participants must adhere to all parking requirements. Event organizers may not charge for parking in public spaces.
- *Sanitation* – Specific requirements for trash cans and cleanup must be submitted with the application.
- *Medical* – Medical services may be required by the City of Perry Fire and Emergency Services Department.
- *Fire Safety Plan* – Any tent more than 400 square feet (or 200 square feet if sides will be on the tent) will need a fire marshal inspection prior to the event opening to the public. Please, contact the City of Perry Fire and Emergency Services Department for an inspection and instruction on tent inspections. Any costs for supplies and inspections are the responsibility of the event organizer.

Applications will be submitted to the City of Perry Fire and Emergency Services Department when the City deems necessary. When a fire official determines that the gathering of persons will impact the provision of fire safety services, a plan for the provision of safety services will be

provided by the City of Perry Fire and Emergency Services Department. Applicants will be required to include any additional information required by the City of Perry Fire and Emergency Services Department, including but not limited to a layout of event area including road closures, parking plans, vendor set-up, food concessions and need for law enforcement, fire and emergency medical services.

- *Food sales* - The event organizer is responsible for confirming that food vendors have received the required inspections by the Houston County Health Department, 98 Cohen Walker Drive, Warner Robins, (478) 987-2020. The City of Perry does not schedule inspections.
- *Alcohol* – Alcohol sales and consumption require a permit from the City of Perry in accordance with City alcoholic beverage ordinance. Please, note that the process can be lengthy (may exceed 60 days) and plan accordingly. Contact the City Clerk for the actual date your written request is required. All required licensing and insurance pertaining to the serving of alcohol must be obtained by the event organizer. Serving alcohol in glass bottles is prohibited. All beverages must be served in plastic cups, aluminum cans or plastic bottles.
- *Release and Indemnity* – Each applicant must execute the release and indemnity agreement that will be included in the Event Acceptance Packet. Applicants must demonstrate that they are either personally or organizationally responsible for liability, will guarantee orderly behavior and will underwrite any damage due to use of City premises. Liability is assumed by the applicant in regard to any personal or property damage arising out of activities of the applicant. It is the responsibility of the applicant to read the application form completely and understand fully his/her responsibilities.

#### **V. Revocation of Permit**

The City shall have the authority to revoke any permit upon violation of the conditions set forth herein and/or where staging of the event would have an immediate and adverse effect on the welfare and safety of persons or property. The Chief of Police or his/her designee shall have the authority to close any event immediately upon violation of conditions set forth herein or to preserve safety of persons or property.

#### **VI. Modification of Policies**

The Perry City Council reserves the right to waive, modify and/or amend this policy partially or in entirety at any time solely at its discretion. This may occur by formal written action by the City Manager or City Council.



Where Georgia comes together.

## City of Perry Special Events Application

### Applicant and Sponsoring Organization Information

<b>Name:</b>	
<b>Name of individual representing sponsor organization:</b>	
<b>Street address:</b>	
<b>City/State/Zip code:</b>	
<b>Mailing address if different from above:</b>	
<b>Cell phone:</b>	
<b>Email address:</b>	
<b>Is event sponsored or co-sponsored by the City or one of its community partners?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Sponsoring organization:</b>	<input type="checkbox"/> Non-profit <input type="checkbox"/> Government
<b>If event is co-sponsored, name of co-sponsor organization:</b>	
<b>Name of individual representing co-sponsor organization:</b>	
<b>Street address:</b>	
<b>City/State/Zip code:</b>	
<b>Mailing address if different from above:</b>	
<b>Cell phone:</b>	
<b>Email address:</b>	
<b>If the event organizer is not a City of Perry partner, established civic group or formal organization, list the members below and attach additional sheet if necessary:</b>	
<b>Name:</b>	<b>Cell phone:</b>
<b>If this event benefits a City of Perry non-profit organization, which one?</b>	
<b>Contact person on site for day of event:</b>	
<b>Cell phone:</b>	
<b>Is this a first time event?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>If held before, when and where?</b>	

## Event Information

<b>Type of event (Check all that apply):</b> <input type="checkbox"/> Parade <input type="checkbox"/> Festival <input type="checkbox"/> Concert/Music <input type="checkbox"/> Race <input type="checkbox"/> Other * For parades, races and block parties, please, request the event applications specific to those events.		
<b>If other, specify:</b>		
<b>Event title:</b>		
<b>Event date:</b>		
<b>Event hours:</b>	<b>Start:</b>	<b>End:</b>
<b>Set-up:</b>	<b>Date:</b>	<b>Time:</b>
<b>Break down:</b>	<b>Date:</b>	<b>Time:</b>
<b>Expected attendance: Participants:</b>		<b>Spectators:</b>

## Event Description

<b>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.</b>
<b>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.</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

## Event Details

<b>Attach schedule or brochure for all activities associated with event.</b>	
<b>Will items or services be sold at the event?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>If yes, describe:</b>	
<b>Will event have amplified sound?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>If yes, describe:</b>	
<b>Is the event free to the public?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If no, admission cost:</b>
<b>Will vendors cook or heat food?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>If yes, describe:</b>	
<b>Will any areas be fenced off or barricaded?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>If yes, describe:</b>
<b>If event is downtown, will downtown businesses be open during the event?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If event includes music, please, list names of bands and members below:</b>

## Insurance

<b>A certificate of insurance must be filed with the City of Perry City Clerk at least 60 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 liquor liability if alcohol will be served. Check the policy document for required general liability and liquor liability minimum coverage amounts.</b>
<input type="checkbox"/> 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.
<b>Does your event involve the sale of alcoholic beverages?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If yes, describe:</b>
* 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.
<b>Name of business serving alcohol:</b>
<b>Street address of business serving alcohol:</b>
<b>City/State/Zip Code:</b>
<b>Mailing address if different from above:</b>
<b>Cell phone:</b>
<b>Email address:</b>
<b>Name of licensee:</b> <span style="float: right;"><b>License number:</b></span>
<b>Is a copy of the licensee's alcohol license attached?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Property (check all that apply):</b> <input type="checkbox"/> Outdoor <input type="checkbox"/> Private <input type="checkbox"/> Public Streets or Rights-of-Way
<b>Property owner's name if private property:</b>
<b>Cell phone:</b> <span style="float: right;"><b>E-mail:</b></span>

<b>Hours alcohol will be served at event:</b>		
If event is on private property, is a letter from the property owner giving permission to use the property attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Type of alcohol to be served at event: <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Mixed drinks		
Is alcohol serving area open to public? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is this an open container request? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Will you use armbands? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Alcohol in open containers will be served in <input type="checkbox"/> Aluminum cans <input type="checkbox"/> Plastic cups		
Is current alcohol liability insurance policy naming City of Perry as additional insured attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Has special event alcohol permit been recommended by the City of Perry Police Department? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Employees must be at least age 21 to serve alcohol. List of employees serving alcohol at event:</b>		
<b>Name:</b>	<b>Date of birth:</b>	<b>Alcohol permit #/expiration date:</b>
<b>Name:</b>	<b>Date of birth:</b>	<b>Alcohol permit #/expiration date:</b>
<b>Name:</b>	<b>Date of birth:</b>	<b>Alcohol permit #/expiration date:</b>
<b>Name:</b>	<b>Date of birth:</b>	<b>Alcohol permit #/expiration date:</b>
<b>Terms &amp; Conditions:</b>		
<p>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.</p> <p>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.</p>		
<b>Licensee's name:</b>	<b>Date:</b>	
<b>Licensee's signature:</b>		
Sworn and attested before me on this _____ day of _____, 20 _____		
<b>Signature and stamp of Notary Public:</b>		
Please, note that sale of liquor/mixed drinks requires excise reporting.		

## Street Closure Requests

<b>Names of streets to be closed:</b>		
<b>Street:</b>	<b>Between:</b>	<b>and:</b>

<b>Street:</b>	<b>Between:</b>	<b>and:</b>
<b>When are you requesting the street closure(s)?</b>		
<b>Why are you requesting the street closure(s)?</b>		
<b>Type of street closure:</b> <input type="checkbox"/> Complete <input type="checkbox"/> Rolling		
<b>If event includes a parade, describe the parade route:</b>		
<b>Parade assembly area:</b>		
<b>Parade disbanding area:</b>		
<b>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:</b>		

### Restroom Facilities

<b>Will event organizer provide portable restroom facilities?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Name of portable restroom provider:</b>
<b>Contact information for provider:</b>
<b>Number of units:</b>

### Tram/Shuttle Plan

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

--

### Sanitation

Describe your clean-up plan for during and after the event?	
Will extra trash toters be needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, how many:	Where?
Will recycling trash toters be needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, how many:	Where?

### Health Department

I understand that the City of Perry does <u>not</u> 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. <input type="checkbox"/> Yes <input type="checkbox"/> No
--

### Electricity and Water

Will your event require access to electricity? <input type="checkbox"/> Yes <input type="checkbox"/> No
If so, where?
What electrical load will you require?
Will your event require access to water? <input type="checkbox"/> Yes <input type="checkbox"/> No
If so, where?
What are your specific water needs?
I understand that I may incur an additional charge for use of City electricity and/or water: <input 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 of \$25 per officer 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.

**Number of officers requested:**

**Total hours for officers requested:**

## Emergency Medical Services

**Describe your plan for providing emergency medical services:**

## 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

## 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 \*\*\*\*\*.**

## Indemnification and Hold Harmless

**Subject to the granting of all permits required by the City of Perry, the City of Perry authorizes \_\_\_\_\_ (Special event organizer/applicant) to utilize the sites(s) known as \_\_\_\_\_ 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 and stamp of Notary Public:
Date:

## Agreement and Signature

An application processing fee of \$25 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. Applications must be submitted at least 60 days in advance of the event.
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:
Signature:
Date:
<input type="checkbox"/> \$25 special event application fee enclosed <input type="checkbox"/> 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)
Or hand-deliver application to: City Clerk at Perry City Hall 1211 Washington Street Perry, GA 31069.

## Office Use Only

Date received:
<input type="checkbox"/> \$25 special event application fee received
<input type="checkbox"/> Council approval for event received
<input type="checkbox"/> Proof of liability insurance coverage naming the City as additional insured received
<input type="checkbox"/> Proof of liquor liability insurance coverage naming the City as additional insured received

## Signatures Required for Approval

<b>Police Department</b> _____
<b>Date received:</b>
<input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Denied</b>
<input type="checkbox"/> <b>Approved with conditions</b>
<b>Approval/denial conditions:</b>

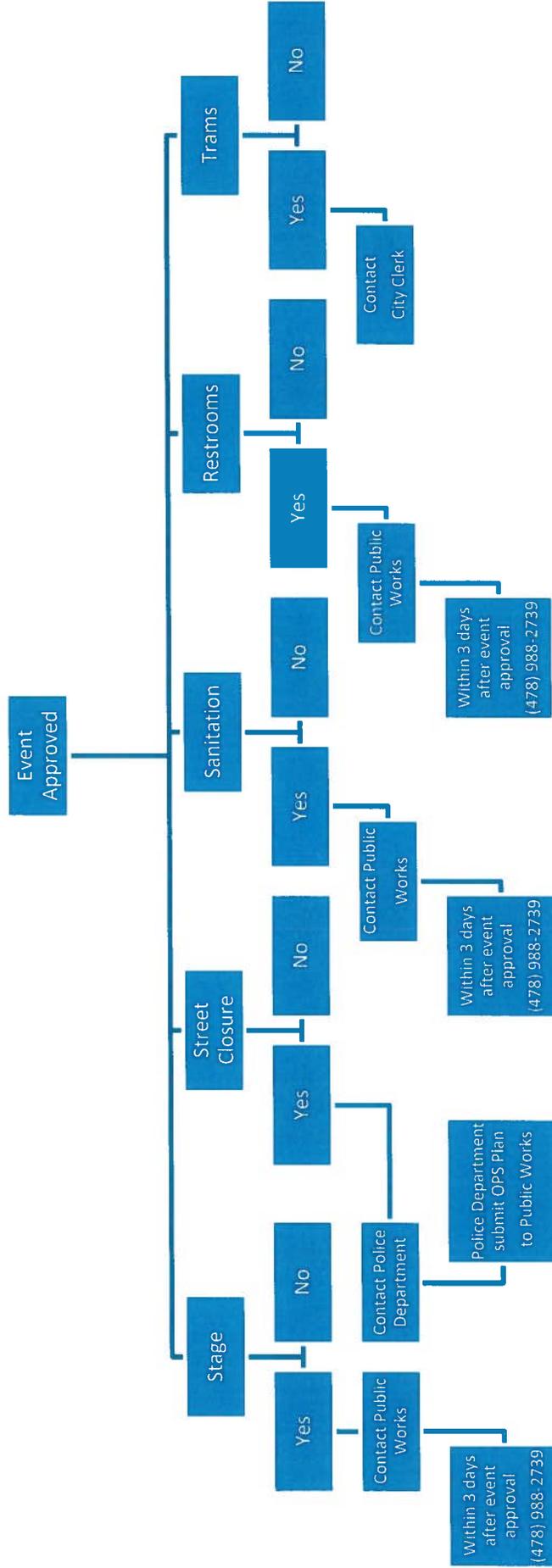
<b>Fire and Emergency Services</b> _____
<b>Date received:</b>
<input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Denied</b>
<input type="checkbox"/> <b>Approved with conditions</b>
<b>Approval/denial conditions:</b>

<b>Public Works</b> _____
<b>Date received:</b>
<input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Denied</b>
<input type="checkbox"/> <b>Approved with conditions</b>
<b>Approval/denial conditions:</b>

<b>Other as needed</b> _____
<b>Date received:</b>
<input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Denied</b>
<input type="checkbox"/> <b>Approved with conditions</b>
<b>Approval/denial conditions:</b>

<b>Council approval date</b> _____
<input type="checkbox"/> <b>City staff will notify affected businesses, residents and utility holders if event is downtown</b>

# Department of Public Works Event Flow Chart



## CITY OF PERRY EVENT CALENDAR

Please be aware of our annual event calendar when applying for events in the City of Perry. All of the following events are annual events led by the City of Perry. ALL events are subject to date, time and event location changes.

<b>Event Name</b>	<b>Event Date</b>	<b>Event Location</b>
Martin Luther King March	January (every other year)	TBD
Peaches to Beaches	March	Hwy 341
Dogwood/Hot Air Balloon Festival	April	Downtown /GFNA
Independence Day Parade/Fireworks	June	Washington Street - Parade Assembly - GNF Fireworks
Musical Festival	September	Legacy Park
Zombie Run	October	Guardian Center
Georgia National Fair/Parade	October	GNFA – Fair/Washington Street Parade Assembly
Christmas Parade	December	Washington Street – Parade Assembly/End at Kellwood Dr.
New Year’s Buzzard Drop	December	Carroll Street
First Friday Event	Monthly	Carroll Street

*\*Please take these dates into consideration when applying for a special event.*



Where Georgia comes together.

MEMORANDUM

Date: May 26, 2016  
To: Mayor/Council  
From: Lee Gilmour, City Manager *LG*  
Re: Budget Session No. 3 Data

Per the discussion at your May 23, 2016 special meeting:

1. The projected cost to set up a litter clean-up crew would be for four (4) part time positions:

Personnel	\$30,600
Supplies	<u>2,000</u>
Total	\$32,600

This cost would be in the General Fund.

2. Summary of Recommended Adjustments

a. General Fund	
Budget Session 1	
Add additional amount for	
E-911 operations	\$ 27,800
Budget Session 2	
Add additional amount for	
HCOBC Agreement	50,000
Add additional position	
Digital Manager (part-time)	31,900
Budget Session 3	
Add litter clean-up crew	<u>32,600</u>
Expenditure Total	\$13,245,000

Transfer		
Budget Session No. 2		
Add from Gas System		
Revenue Fund	\$ 31,900	
Total		\$ 930,900
Annual Gain/Loss		\$ 26,600