

CITY OF METTER
REGULAR MEETING
AGENDA
MONDAY, AUGUST 12, 2024
5:30 p.m.

1. ALL TO ORDER
2. WELCOME
3. PLEDGE OF ALLEGIANCE
4. INVOCATION
5. MOTION TO APPROVE THE AGENDA
6. MOTION TO APPROVE THE MINUTES OF THE FOLLOWING MEETING:
 - a) Public Hearing, Monday, July 8, 2024, 5:00 p.m.
 - b) Regular Meeting, Monday, July 8, 2024, 5:30 p.m.
7. PRESENTATIONS
 - a) Communities in Schools – Council Appreciation
 - b) Freddie Broome – Georgia Municipal Association (GMA) presentation of the Diversity, Equity, & Inclusion (DEI) Certificate to Councilwoman Rashida Taylor.
8. OLD BUSINESS

None
9. NEW BUSINESS
 - a) Consideration of a motion to select Lavender & Associates as the Construction Manager to oversee the new fire station project as recommended by Fire Chief Jason Douglas.
 - b) Consideration of a motion to approve the sole bid for the Water/Sewer Department vehicle from Metter Ford in the amount of \$60,152.32 as recommended by Public Works Director Cliff Hendrix. This vehicle is budgeted in the Wastewater Department and will be a GMA lease.
 - c) Consideration of a motion to authorize the closure of North Leroy Street from S.E. Broad Street/Hwy 46 to B&M Pools from September 9, 2024, until October 18, 2024, during the construction of the East Park and Depot Project. This will help expedite the completion of the project.
 - d) Consideration of a motion to set a public hearing for Monday, September 9, 2024, at 5:15 p.m. to hear public comments on a request for a zoning amendment submitted by Hadden Family Properties to amend the City of Metter's Zoning Ordinance Article VI to allow as a Permissible Use, Day Care Groups and Day Care Centers in the PEH (Public, Health, and Education) Districts.

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5:30 p.m.

- e) Consideration of a motion to approve a Lease Agreement between the City of Metter and Marie Motes D/B/A Mama E's Home Bakery for use of the property located at 803 ½ East Lillian Street.
- f) Consideration of a motion to approve free adoptions at the Metter Animal Shelter for the months of August and September 2024.
- g) Consideration of a motion to reschedule the November regular meeting to Tuesday, November 12, 2024, due the City of Metter being closed for the observance of Veterans Day on the regularly scheduled date.

10. DEPARTMENTAL REPORTS

11. CITY MANAGER'S REPORT

12. MAYOR'S REPORT

13. ADJOURN

**CITY OF METTER
PUBLIC HEARING
MONDAY, JULY 08, 2024
5:30 P.M.**

A public hearing was held on Monday, July 8, 2024, at 5:30 p.m. in the council chambers at city hall.

Attending the hearing were the following officials:

Mayor Edwin O. Boyd
Councilwoman Victoria Gaitten
Councilwoman Chyrileen Kilcrease
Councilwoman Rashida Taylor
Councilman Gregg Stewart
City Clerk Angie Conner
Public Works Director Cliff Hendrix
Police Chief Robert Shore
Economic Development Director Heidi Jeffers
Planning Director Teresa Concannon
HR/Purchasing Manager Missy Edenfield
Fire Chief Jason Douglas
Finance Manager Cindy Collins

GUESTS ATTENDING

Tim Spenser
Jaqueline Ziranda Diaz
Martin Perez
Representative from CKH CPA's & Advisor's, LLC

CALL TO ORDER AND WELCOME

Mayor Boyd called the hearing to order and welcomed everyone.

PURPOSE

To hear public input on the proposed Conditional Use Permit to operate a salon (beauty shop) in the R-4 zoning district requested by Jaqueline Ziranda Diaz at 1095 W. Hiawatha Street.

COMMENTS

Mayor Boyd asked Ms. Diaz, if approved by the city council how long before you will be in business? Ms. Diaz said that it should be quick.

Councilman Stewart asked if everything is good with the neighbors? Ms. Diaz said no one has said anything negative. Mayor Boyd said that all the property owners near were notified of this hearing, and no one is here. Ms. Diaz said that all the neighbors knew she was going to college to do this. They all thought it was a good idea. They were not against it. Councilman Stewart said that if they were they would show up.

Councilwoman Kilcrease asked is this a permanent thing? Mr. Hendrix said yes, she has applied for a conditional use permit. She wants to open a beauty shop at 1095 W. Hiawatha St. She has a building there that she wants to use for the beauty shop. It requires a conditional use permit from the city council. It went before the Planning Commission, and they approved recommending it to council for approval. If the council approves this, she will have to get a building permit because she is going to do some work on the building. It will need plumbing and electricity. Once that has been done and inspected then we will issue a CO. Next, she will need a business license for the beauty shop.

Councilwoman Kilcrease asked how will that impact the area? Mr. Hendrix said from what we can tell it should not impact on the area. Staff have given recommendations on this issue. It should not impact the traffic that much. She is talking about only having one to two clients at a time by appointment only. There is a picture in the packet that shows the lot. They are purchasing the property from Bill Mercer who gave them a letter of support. The Planning Commission recommended approving the conditional use with a six months' time limit that she must have this up and running. The conditional use will be null and void after six months if there is no activity. We did not want this to drag on and on with nothing getting done. Councilwoman Taylor agreed with the six months because in the past things have been drug out.

Councilman Stewart asked if she is required to get a health inspection from the health department? Mr. Hendrix said not from the health department. She has her state license. We have a copy of what she is required to have.

Councilwoman Taylor asked Ms. Diaz to talk about winning for the State of Georgia. Ms. Diaz said that it was the Skills USA Competition. Last year, while still in college, she won a nails competition. She had to take two exams in Atlanta where the competition was held. After winning at the state level, she then proceeded to the nationals. She also won at that show. She competed against forty other girls. After winning she was featured in the Metter Advertiser.

Councilwoman Taylor said it is good to have one of our own students that excelled and became an actual business. This is a success story.

Mr. Hendrix said that we have not received any letters of complaint or concerns from any adjacent property owners. We did not have any opposition at the Planning Commission meeting. The property has been properly posted with a sign.

Councilwoman Taylor asked if the building would have a bathroom. Ms. Diaz said yes it will. Mr. Hendrix said that it will have to meet all international building codes. Councilwoman Taylor asked if city water service will be needed? Mr. Hendrix said that presently their home is on city water and sewer.

Councilwoman Taylor said that she knew Ms. Diaz is not locating downtown but have we considered waiving some of the permit fees and other fees? Mr. Hendrix said that would be a question for Ms. Jeffers. He said that he was not sure if she meets the criteria for that. The inspection fees would not be waived. She is already on water and sewer so there will not be a tap fee. She will tie into her existing lines going to her house. Councilwoman Taylor said so just the business license stuff would apply. Mr. Hendrix said that the building permit fee could apply. Councilwoman Taylor asked Mr. Hendrix to follow up with Ms. Jeffers to find out. Mr. Hendrix agreed to do that.

Public Hearing, July 8, 2024

ADJOURNMENT

After hearing no objections, Mayor Boyd closed the hearing at 5:16 p.m.

Angie Conner, City Clerk

**CITY OF METTER
REGULAR MEETING
MONDAY, JULY 08, 2024
5:30 P.M.**

A regular meeting of the city council was held on Monday, July 08, 2024, at 5:30 p.m. in the council chambers at City Hall.

Attending the meeting were the following officials:

Mayor Edwin O. Boyd
Councilwoman Chyrileen Kilcrease
Councilwoman Victoria Gaitten
Councilman Gregg Stewart
Councilwoman Rashida Taylor
City Clerk Angie Conner
Public Works Director Cliff Hendrix
Police Chief Robert Shore
Director of Economic Development Heidi Jeffers
Planning Director Teresa Concannon
Fire Chief Jason Douglas
Finance Manager Cindy Collins
HR/Purchasing Manager Missy Edenfield

Councilman McKie was not present for the meeting.

Attending the meeting were the following guests:

Tim Spencer
Jaqueline Ziranda Diaz
Martin Perez
Representative from CKH CPA's & Advisors, LLC

CALL TO ORDER AND WELCOME

Mayor Boyd called the meeting to order and welcomed everyone.

PLEDGE OF ALLEGIANCE

Councilwoman Gaitten led the Pledge of Allegiance.

INVOCATION

Councilwoman Taylor gave the invocation.

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APPROVAL OF AGENDA

Councilwoman Kilcrease made a motion to approve the agenda adding Item h) motion to approve a resolution approving Contract ID: IGTIA2500247 Transportation Investment Act of 2010 Project Agreement by and between the Georgia Department of Transportation and City of Metter. Councilwoman Taylor seconded the motion, and the vote was unanimous.

APPROVAL OF MINUTES

Councilwoman Kilcrease made a motion to approve the following minutes:

- a) Public Hearing, Monday, June 03, 2024, 5:30 p.m.
- b) Called Meeting, Monday, June 03, 2024, 5:45 p.m.
- c) Regular Meeting, Monday, June 10, 2024, 5:30 p.m.
- d) Called Meeting, Wednesday, June 26, 2024, 8:30 a.m.

Councilwoman Taylor seconded the motion, and the vote was unanimous.

PRESENTATIONS

There were no presentations.

OLD BUSINESS

No old business.

NEW BUSINESS

Conditional Use Permit Application – 1095 W. Hiawatha St.

Councilwoman Kilcrease made a motion to approve a Conditional Use Permit to operate a salon (beauty shop) in the R-4 zoning district requested by Jaqueline Ziranda Diaz at 1095 W. Hiawatha Street including staff recommendations as follows:

1. The applicant shall meet all building permit requirements for improvements to the accessory building and begin renovations within six months after approval of the conditional use by the City Council.
2. The applicant shall obtain a City of Metter Occupational Tax Certificate prior to the start of business operations. The license shall be maintained by annual renewal.

Councilwoman Taylor seconded the motion, and the vote was unanimous.

Request to Close N. Rountree St.

Councilwoman Kilcrease made a motion to approve a request made by Jessica Gonzalez on behalf of Communities in Schools of Candler County to close N. Rountree Street from S. Broad St. to Lee St. to allow for inflatables on October 19, 2024. Councilwoman Taylor seconded the motion, and the vote was unanimous.

Councilwoman Gaitten wanted to know if we require porta potties for events like this. Mr. Hendrix said yes, we do for bigger events like this one.

Request to Close N. Rountree St.

Councilwoman Kilcrease made a motion to approve a request made by Brianna Dillon on behalf of the Metter-Candler Chamber of Commerce to close N. Rountree Street from S. Broad St. to N. Broad St. to allow for the Food Truck Festival on August 3, 2024. Councilwoman Taylor seconded the motion, and the vote was unanimous.

Proposal from T-Mobile

Councilwoman Kilcrease made a motion to approve the pricing proposal from T-Mobile for a total annual cost of \$2,774.40 as requested by the Metter Police Department. Councilwoman Taylor seconded the motion. Chief Shore explained that this will replace the cards that are in the current mobiles for the officers. That will give them a phone for a lesser price. It will save about \$100 per month. They will be able to run the mobiles from their phones in the cars. It is a 5G network instead of 4G. They will get better service. Mayor Boyd called for the vote. The vote was unanimous. The motion carried.

Memorandum of Understanding (MOU) – CISGA Rural Schools Innovation Consortium

Councilwoman Taylor made a motion to approve a Memorandum of Understanding (MOU) between the CISGA Rural Schools Innovation Consortium and the City of Metter. Councilwoman Kilcrease seconded the motion, and the vote was unanimous.

Resolution Declaring Surplus Property

Councilwoman Taylor made a motion to approve a resolution declaring certain personal property of the City as surplus and authorizing its disposal:

- 1) A 2000 Chevrolet 1500 pickup truck VIN NO. 1GCEC14T3YE375789 that is assigned to the Streets and Lanes Department. It has 124,076 miles.
- 2) A 2008 Chevrolet 2500HD pickup truck VIN NO. 1GBHC24K08E113080 that is assigned to the Wastewater Department. It has 137,954 miles.

Councilwoman Kilcrease seconded the motion. Mr. Hendrix explained that these are the two vehicles that we proposed replacing in the budget. They are worn out. We need to sell

and get rid of them. Mayor Boyd called for the vote. The vote was unanimous. The motion carried.

Audit Bids

Councilwoman Kilcrease made a motion to approve the bid from Lanier, Deal, Proctor & Bloser, CPAs in the amount of \$24,900 for the financial audit and \$4,500 for the single audit for a combined total of \$29,400. Councilwoman Taylor seconded the motion. The City recently solicited proposals from qualified firms of certified public accountants to audit the City's financial statements for the fiscal year ending June 30, 2024, with the option of auditing the City's financial statements for the two subsequent years. On June 24, 2024, the City held a bid opening at which three (3) proposals were received. All proposals were reviewed by City Manager Carter Crawford, City Clerk Angie Conner, and HR-Purchasing Manager Missy Edenfield. Proposals received are as follows:

- 1) CKH CPA's & Advisors, LLC, Atlanta, GA
Financial Audit \$20,240 Single Audit \$2,200 Combined Total \$22,460
- 2) Lanier, Deal, Proctor & Bloser, CPA's, Statesboro, GA
Financial Audit \$24,900 Single Audit \$4,500 Combined Total \$29,400
- 3) McNair, McLemore, Middlebrooks & Company, Macon, GA
Financial Audit \$27,000 Single Audit \$7,500 Combined Total \$34,500

Councilwoman Kilcrease said that she thinks we should stick with the ones we already have. They know our system. They know our history. They know about our projects. Even though they might cost a little more they are hands on. They are readily available. We can get to them any time we need them. We will not have to teach a new firm our system.

Councilwoman Taylor said she agrees. She said she knew we have had a little hiccup since COVID. They are also the same auditor as our county partners use as well. That makes it easier when you slide across. She said she knew we had an issue or so but that is with any business. She said that she agrees with staying with them as well.

Councilwoman Gaitten agreed with Councilwoman Taylor and Councilwoman Kilcrease to stay with our present firm.

Councilwoman Kilcrease said they are easy to work with and readily available anytime we need them.

Councilwoman Taylor said that they helped us over a major transition to the Edmunds software. That was a nightmare for everybody. They went above and beyond to help us.

Councilwoman Kilcrease said that one of the other firms is international and housed out of Atlanta. You never know what you might get but you already know what you got.

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Councilwoman Taylor said it took time from everyone to submit a bid and we are thankful that they did. We may be visiting this again in three years. She said that she considered each bid, but familiarity and availability won out for her.

Councilman Stewart agreed to stick with the ones we have now.

Mayor Boyd called for the vote. The vote was unanimous. The motion carried.

Resolution Band 1 TIA Projects

Councilwoman Kilcrease made a motion to approve a Resolution approving Contract ID: IGTIA2500247 Transportation Investment Act of 2010 Project Agreement by and between the Georgia Department of Transportation and City of Metter. Councilwoman Taylor seconded the motion.

Mr. Hendrix explained that this is Band 1 of the next TIA round. There are ten streets in this band (Preston St., Moffit St., Hickory St., Doctors St., Holly Dr., Hope St., Bragdon St., Brannen St., N. Kennedy St., and Turner St. This band will consist of resurfacing and paving with additional work done on some of these streets. There will also be some water and sewer upgrades. Once the agreement is signed and sent back, then they will issue a notice to advertise. This will be around the first of the year before we will be ready to put this out for bid. We will bid on all ten projects at one time, hopefully to get a lot better price for everything by doing that.

Councilwoman Taylor asked if all the plumbing work had already been done underneath the streets that are going to be paved. Mr. Hendrix said not all of them. That is going to be part of what is in this project. Councilwoman Taylor said so we are going to fix the plumbing before we pave. Mr. Hendrix said that is our intention.

After no further comments, Mayor Boyd called for the vote. The vote was unanimous. The motion carried.

DEPARTMENTAL REPORTS

The agenda packets contained written reports provided by each department head for the mayor and council to review.

Economic Development

Mayor Boyd announced that the Downtown Development Authority meeting will be tomorrow morning at 8:00 a.m.

Ms. Jeffers announced that Grant Anderson with Better Fresh Farms was featured in the Georgia Trend magazine as an expert in hydroponics. We have a workshop this week. We partnered with the Georgia Extension here on a cattle workshop. There is a Georgia Grown networking event on July 16th. There is an ag aware event on July 16th and a statewide flex

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program. There will be four events and a common market in 2 days. Ms. Jeffers invited the council to attend.

Police Department

The Back-to-School Bash event at the Metter Police Department will be Saturday, July 27th. There will be 550 book bags with school supplies given away. Councilwoman Taylor asked Chief Shore if he knew of anything that they need. Chief Shore said that is a question for Communities in Schools. They handle that part of it. Councilwoman Gaitten contacted them, and they are in need of one more booth for games.

Chief Shore reported that he hired a new Sergeant, and another guy is getting out of the military and coming to work on August 1st. He will be moving to Twin City. We will not have to send him to the academy. We have two more applications for the last position.

Planning Department

Mrs. Concannon reported that the consultant has sent back the revisions to the subdivision regulations. We are reviewing those. We will send the council a copy for feedback.

Councilwoman Gaitten asked the status of the townhouses. Mrs. Concannon said that we have been having meetings and will continue to meet with them. It is evolving a little bit. Councilwoman Taylor asked if the hold up is on our end or is it something on their end. Mrs. Concannon said that it is at their end.

CITY MANAGER'S REPORT

No report.

MAYOR'S REPORT

Mayor Boyd reported on the GMA Convention. He said that the classes were informative and excellent. He was extremely impressed with the class that talked about a healthy community. It led him to think that Metter is on the right path with our placement and future placement of exercise equipment. It is not just about a person being free from disease or sickness. It is about a healthy community like having safe sidewalks and being a safe place to play. A place to have a high quality of life. He thinks the definition of healthy community was the main thing he got out of that class.

The convention is very engaging. They have a convention floor with vendors which are accountants, architects, and all the people who provide services for the cities around the state. Also, the people like GEFA and all the others that serve the cities. It is a place to get a wealth of information, to bring back literature and make connections with people.

There is also value in sitting down to lunch with people from other cities. This is particularly important part of learning about how to be a good steward and run a place like

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the City of Metter. We have a lot to be thankful for here because the City of Metter is very well thought of by other cities in the state. Our slogan "Everything's Better in Metter" is known nationally. We all have a lot to be proud of here.

Industrial Development

The Site Selection magazine rates the #1 states to do business in. They rate why Georgia is the #1 state to do business in. They have a ranking of counties in the country by economic development per capita. Candler County ranked sixth out of all the counties in the United States on a per capita basis. We made a list in a nationally publicized magazine for our economic development that is going on here. On a per capita basis that is a pretty good list to be on. Metter and Candler County has a lot going on.

ADJOURNMENT

After no further discussion, Councilwoman Kilcrease made a motion to adjourn the meeting at 5:59 p.m. Councilwoman Gaitten seconded the motion, and the vote was unanimous.

Angie Conner, City Clerk



Jason Douglas
Fire-Rescue Chief
P O Box 74
49 South Rountree Street
Metter, GA 30439
912-685-6832
jdouglas@cityofmetterga.gov

Date: August 2, 2024, 2024
To: Mayor & City Council
From: Chief Douglas
RE: Fire Station Construction Manager

The City recently solicited proposals from qualified firms for the Construction Manager position for the new fire station project. On July 16, 2024, the City held a bid opening of which two (2) proposals were received. All proposals were reviewed by Mayor Boyd, Fire Chief Douglas, Lieutenant Taylor, City Clerk Angie Conner, and HR-Purchasing Manager Missy Edenfield. Proposals received:

1. Lavender & Associates, Inc. 300 Pulaski Hwy. PO Box 1654 Statesboro GA 30459
2. Public-Private Partnership Project Management Inc. 205 Corporate Center Dr. Ste B Stockbridge GA 30281

After interviewing and reviewing both companies we would like to make the recommendation of Lavender and Associates for the following reasons:

- 1 They have completed many new construction fire station projects.
2. They project to use 60 to 70% of local sub contractors.
3. They will have a jobsite superintendent on the site daily.
- 4 They are working on other projects very close to this site.

FROM THE DESK OF CLIFF HENDRIX
DIRECTOR OF PUBLIC WORKS

City of Metter
P.O. Box 74
Metter, Georgia 30439
Telephone: 912-685-7845 Fax: 912-685-2648 e-mail- chendrix@cityofmetterga.gov

To: Mayor and Council
From: Cliff Hendrix, **ACPWP-M**
Subject: Vehicle purchases for Water/Sewer Department
Date: August 02, 2024

On August 01 at 2:00 PM we received one bid for the Water/Sewer Department vehicle and no bids for the Sanitation Department vehicle. The bid received was from Metter Ford at a cost of \$60,152.32. It is my recommendation to go ahead and purchase the vehicle from Metter Ford. The estimated delivery time is three months. This vehicle was budgeted in the Wastewater Department and will be a GMA Lease.

We will advertise again for the purchase of the Sanitation Department vehicle.

CC: Missy Edenfield, Purchasing
File

FROM THE DESK OF CLIFF HENDRIX
DIRECTOR OF PUBLIC WORKS

City of Metter
P.O. Box 74
Metter, Georgia 30439
Telephone: 912-685-7845 Fax: 912-685-2648 e-mail- chendrix@cityofmetterga.gov

To: Mayor and City Council
From: Cliff Hendrix, ACPWP-M
Subject: N. Leroy St. Road Closure
Date: August 02, 2024

I am requesting authorization to close North Leroy Street from S.E. Broad St./Hwy 46 to B & M Pools from September 9, 2024, until October 18, 2024, during the construction of the East Park and Depot Project. This will help expedite the completion of this project.

Anyone renting the Depot during this time will have to park on the grass area behind the Depot.

PLANNING COMMISSION MEETING CITY OF METTER

The City of Metter Planning Commission, at its meeting on **Tuesday, August 20, 2024, at 5:15 p.m. at Metter City Hall, located at 49 South Rountree Street, Metter, GA** will meet for an advisory review, and will consider a Zoning Amendment application request from Hadden Family Properties to amend the City of Metter's Zoning Ordinance Article VI to allow as a Permissible Use, Day Care Groups and Day Care Centers in the PEH (Public, Health and Education) Districts.

The purpose of this meeting is to hear public comments for and/or against to amend the Zoning Ordinance Article VI, "List of Permissible and Conditional Uses" to allow Day Care Groups and Day Care Centers to be a Permissible Use in PEH (Public, Health and Education) Districts.

Ample opportunity to be heard will be given to any citizen and all parties who are interested in attending the hearing.

All meetings will be at Metter City Hall, 49 South Rountree Street, Metter Georgia. Persons with special needs relating to handicapped accessibility or foreign language shall contact the City Clerk, Angie Conner, at 912-685-2527 prior to the above date. For more information contact Metter City Hall, Metter, GA at 912-685-2527 or aconner@cityofmetterga.gov.

**STATE OF GEORGIA
COUNTY OF CANDLER**

LEASE AGREEMENT

This **LEASE AGREEMENT** (this "Agreement") is made and entered into as of this _____ day of August, 2024, by and between the **CITY OF METTER** ("City") and **MARIE MOTES D/B/A MAMA E'S HOME BAKERY** ("Participant").

WHEREAS, The City of Metter, through its Mayor and City Council have voted to dedicate the City owned property located at 803 ½ Lillian Street in Metter, Georgia as a city space for the purpose of improving the general welfare of the citizens of Metter, and encourage economic growth and entrepreneurial development within the City; and

WHEREAS, Marie Motes is the owner of MaMa E's Home Bakery and has the full and complete authority to bind and contract the Participant; and

NOW, THEREFORE, in consideration of the following mutual obligations, the City and the Participant hereby agree as follows:

1. PREMISES

City and Participant agree that the leased area is approximately 1,300 square feet contained inside the building as shown on Exhibit "A" with ample parking space.

2. TERM

2.1 The term of this lease shall be for a period of 24 months from the execution of this Agreement.

2.2 Provided Participant is not in default of any terms or conditions of this Lease, Participant shall have two (2) options to renew this Lease for two (2) years each additional term, on such terms and conditions as are acceptable to City and Participant and mutually agreed upon by City and Participant. Participant shall give written notice to City six (6) months prior to the expiration of this Lease of its intention to renew this Lease and negotiate terms of the renewal. If City and

Participant cannot mutually agree upon the terms of the renewal, then the Lease shall expire on the date contained herein.

2.3 City and Participant agree that the City has the option to cancel this Lease with thirty (30) days written notice to Participant at any time during the term of this Lease.

3. RENT

Participant shall pay to the City the sum of Four Hundred Fifty-Five U.S. Dollars and Zero Cents (\$455.00) per month from the beginning of the Term of this lease and shall expire 24 months from the date of execution of this Agreement and every month hereafter through the term of this Lease. The aforesaid payments of rent shall be made payable to the City of Metter at 49 South Rountree Street, P.O. Box 74, Metter, Georgia 30439. If any rental payment is not paid by the fifth (5th) business day of the month, a late charge of five percent (5%) of the amount of the monthly rental payment shall be paid by Participant.

4. UTILITIES AND OTHER SERVICES

4.1 City shall continue to provide a power meter at the Premises. This meter shall be registered in the name of the City and the City shall receive bills for payment and other services from the electricity provider. All cost associated with the Participant's usage of electricity and upkeep of this meter shall be invoiced by the City to Participant on a monthly basis beginning with the initial cost of hook up and running through the term of this Agreement. City shall invoice, and Participant shall pay, an amount of \$300 per month to be escrowed by the City for any electrical bills associated with the independent meter associated with Participant's exclusive use of the Premises. Any final or outstanding electrical bills which are to be paid from the funds held in escrow as described in this Section shall be paid by the City within thirty (30) days following the expiration or termination of this Agreement and any remaining escrow funds shall be distributed to Participant within thirty (30) days following the expiration or termination of this Agreement.

4.2 City shall continue to provide water at the Premises for use by Participant. This meter shall be registered in the name of the City and the City shall receive bills for payment and other services from the water provider. All cost associated with the Participant's usage of this meter shall be invoiced by the City to Participant on a

monthly basis beginning with the initial cost of hook up and running through the term of this Agreement. The City shall invoice, and Participant shall pay, an amount of \$150 per month to be escrowed by the City for any water bills associated with the independent meter associated with Participant's exclusive use of the Premises. Any final or outstanding waters bills which are to be paid from the funds held in escrow as described in this Section shall be paid by the City within thirty (30) days following the expiration or termination of this Agreement and any remaining escrow funds shall be distributed to Participant within thirty (30) days following the expiration or termination of this Agreement.

5. TAXES AND INSURANCE

5.1 Participant will pay all taxes, ordinary and extraordinary, general and specific which may be levied or assessed on Participant's interest under this Agreement, including personal property and/or equipment ad valorem tax.

5.2 During the Term at the times, Participant, at its sole cost, will maintain comprehensive general liability insurance for personal injury and property damage coverage of at least \$1,000,000.00 and rental value or similar coverage in sufficient amounts to cover all of Participant's personal property located on Premises, including all removable trade fixtures and all improvements to the Premises which have been made by Participant or at Participant's request or expense. Participant will maintain the City as an additional insured for liability insurance and provide proof thereof to City at all times during the Term of this Agreement. Participant will obtain the agreement of its insurer to notify the City that any such policy required hereunder is to terminate or expire at least ten (10) days prior to such expiration or termination. Participant will deliver to the City an insurance certificate showing it has obtained the insurance required hereunder, on or before the Occupancy date.

5.3 City will maintain general liability and property insurance on the Premises at all times during the term of this Agreement.

6. INDEMNIFICATION

Participant will indemnify and hold the City harmless from and against any and all claims, liabilities, damages, losses, costs and expenses asserted by or on behalf of any person, firm, corporation or public authority on account of injury, death,

damage or loss to person or property in or upon the Premises arising out of the use or occupancy of the Premises by Participant or by any person claiming by, through or under Participant (including, without limitation, all patrons, employees, invitees, licensees or customers of Participant), or arising out of any delivery to or service supplied to the Premises, or on account of or based upon anything whatsoever done on the Premises, except if the same was caused by the gross negligence or willful misconduct of the City. In case of any action or proceeding brought against the City, Participant, upon notice from the City and at Participant's expense, will resist or defend such action or proceeding and employ counsel therefore reasonably satisfactory to the City.

7. DEFAULT BY PARTICIPANT

The occurrence of any one or more of the following events will constitute a default by Participant (a "Default") under this Agreement: The failure of Participant in the due performance or observance of any term, covenant, obligation or agreement on Participant's part to be performed or observed pursuant to any of the provisions of the Metter Business Incubator Center Program or this Agreement; or Participant's suspension or discontinuation of its business, inability to pay, or admission in writing of its inability to pay its debts as they mature, filing of a petition in bankruptcy, insolvency (howsoever such insolvency may be evidenced), or adjudication as insolvent or bankrupt.

Upon the occurrence of any Default by Participant, the City may, in addition to any of its other rights or remedies, terminate this Agreement by thirty days (30) written notice to Participant, unless during such thirty (30) day period Participant shall either cure such default if the default is capable of being cured within such thirty (30) day period, or in the event such default is incapable of being cured within such thirty (30) day period, Participant commences to cure such default and thereafter diligently pursues the same. Upon any such termination (and upon the expiration of this Agreement), Participant shall immediately vacate the premises and cause all occupants to vacate, and shall immediately remove all personal property, and any personal property not removed within five (5) business days may be disposed of in any manner without liability to Participant. Participant may store Participant's effects at the expense and risk of Participant.

7.1 Any and all rights and remedies which the City may have under this Agreement, and at law and equity, will be cumulative and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

7.2 The failure of the parties hereto to seek redress for violation of any covenant or condition of this Agreement will not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation.

8. NO ASSIGNMENT OF LESSEE'S INTERESTS

Participant will not assign, convey, encumber or mortgage its interest in this Agreement, nor sublet the Premises, or any part thereof, or in any manner transfer its leasehold estate or its rights under this Agreement, without the prior written consent of the City, which consent will be given in the City's sole and absolute discretion, however shall not be unreasonably withheld.

9. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Agreement, Participant shall surrender the Premises in good condition, reasonable wear and tear and damage by fire or other casualty excepted, and with all personal property removed as provided herein.

10. NOTICES

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be delivered by hand or sent by certified mail or reputable overnight courier service and will be deemed given when so delivered by hand or, if mailed or sent by overnight messenger, (one business day after mailing or delivery to the overnight messenger service), addressed as follows:

If to the City:

City of Metter

Attn: City Manager

49 South Rountree Street

If to Participant:

Marie Motes

d/b/a MaMa E's Home Bakery

3011 Pond View Road

MaMa E's Home Bakery

Lease Agreement

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Post Office Box 74
Metter, Georgia 30439

Metter, GA 30439

or to such other address as the party to whom notice is to be given may have furnished to the other parties in writing in accordance herewith.

11. SPECIAL STIPUATIONS

11.1 Participant shall be responsible to make any improvements as deemed necessary by the state of local codes as Participants expense for the operation of business.

11.2 Participant shall be responsible to make any and all upgrades to Participants' equipment with licensed electrical and plumbing contractors.

12. MISCELLANEOUS

12.1 Governing Law. All of the terms hereof will be construed according to the laws of the State of Georgia.

12.2 No Broker. Each party represents and warrants to the other party that it has not engaged any broker in connection with this Agreement.

12.3 Entire Agreement. This Agreement and exhibits contain the entire agreement between the parties, all previous or contemporaneous agreements being merged herein and waived hereby.

12.4 Amendments; Waivers. No modifications hereof or assent or consent of either party to any waiver or any part of this Agreement will be deemed given or made unless it is done in writing duly signed by the party alleged to have waived.

12.5 Landlord/Tenant Relationship. This Agreement will not be deemed to create any relationship between the parties other than that of a landlord and tenant.

12.6 Attorneys' Fees. In the event either party files any action to enforce the terms of this Agreement, the prevailing party will be entitled, in addition to

such damages or other relief as may be granted, to recover reasonable attorney's fees and costs, such attorney's fees to include those incurred on any appeal.

12.7 Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

Approved by Mayor and City Council for the City of Metter, Georgia in regular session this _____ day of February, 2024.

CITY OF METTER

BY: _____
Edwin O. Boyd, Mayor
City of Metter

Attest: _____
Angela O. Conner,
City Clerk, City of Metter

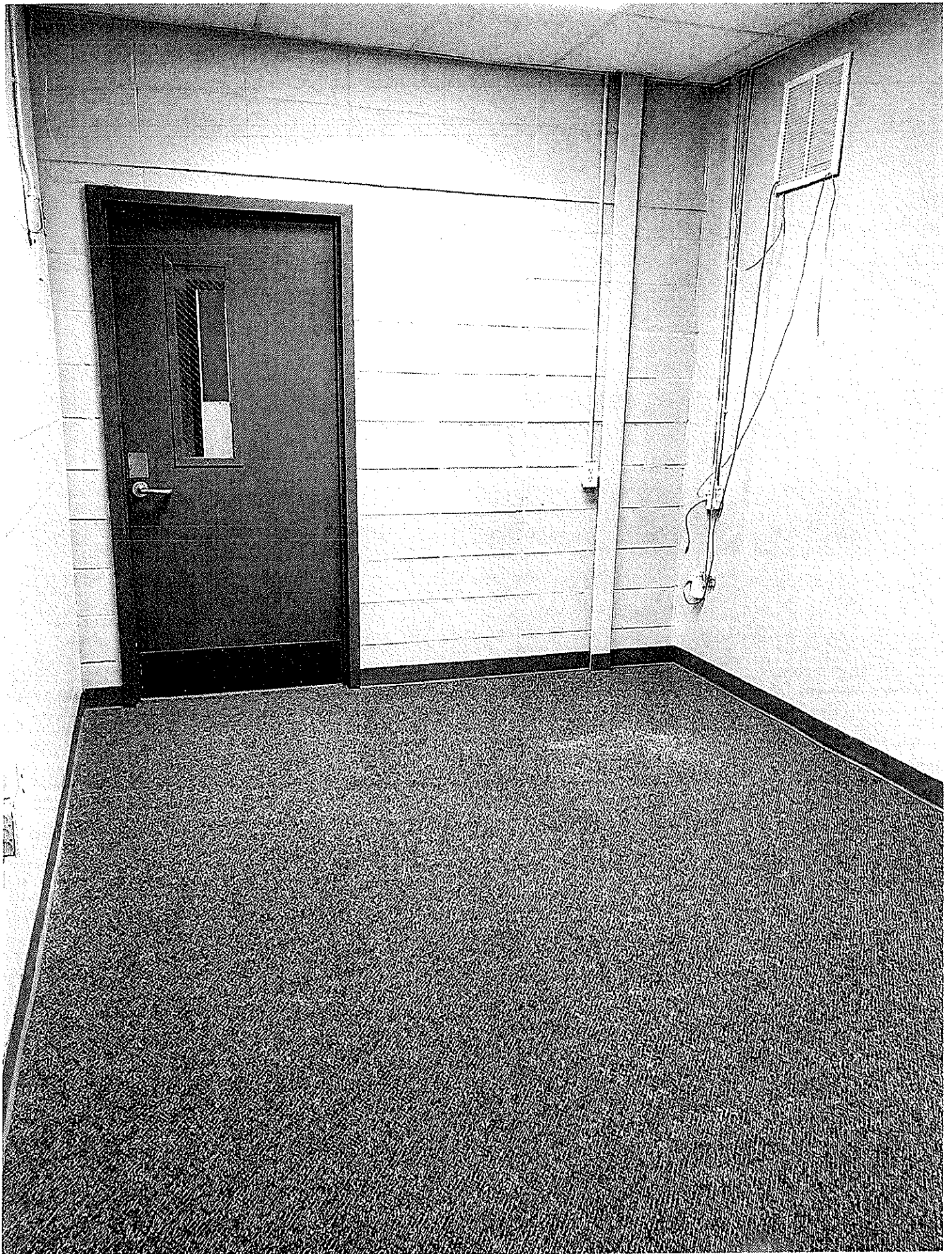
PARTICIPANT:

BY: _____
Marie Motes
d/b/a MaMa E's Home Bakery

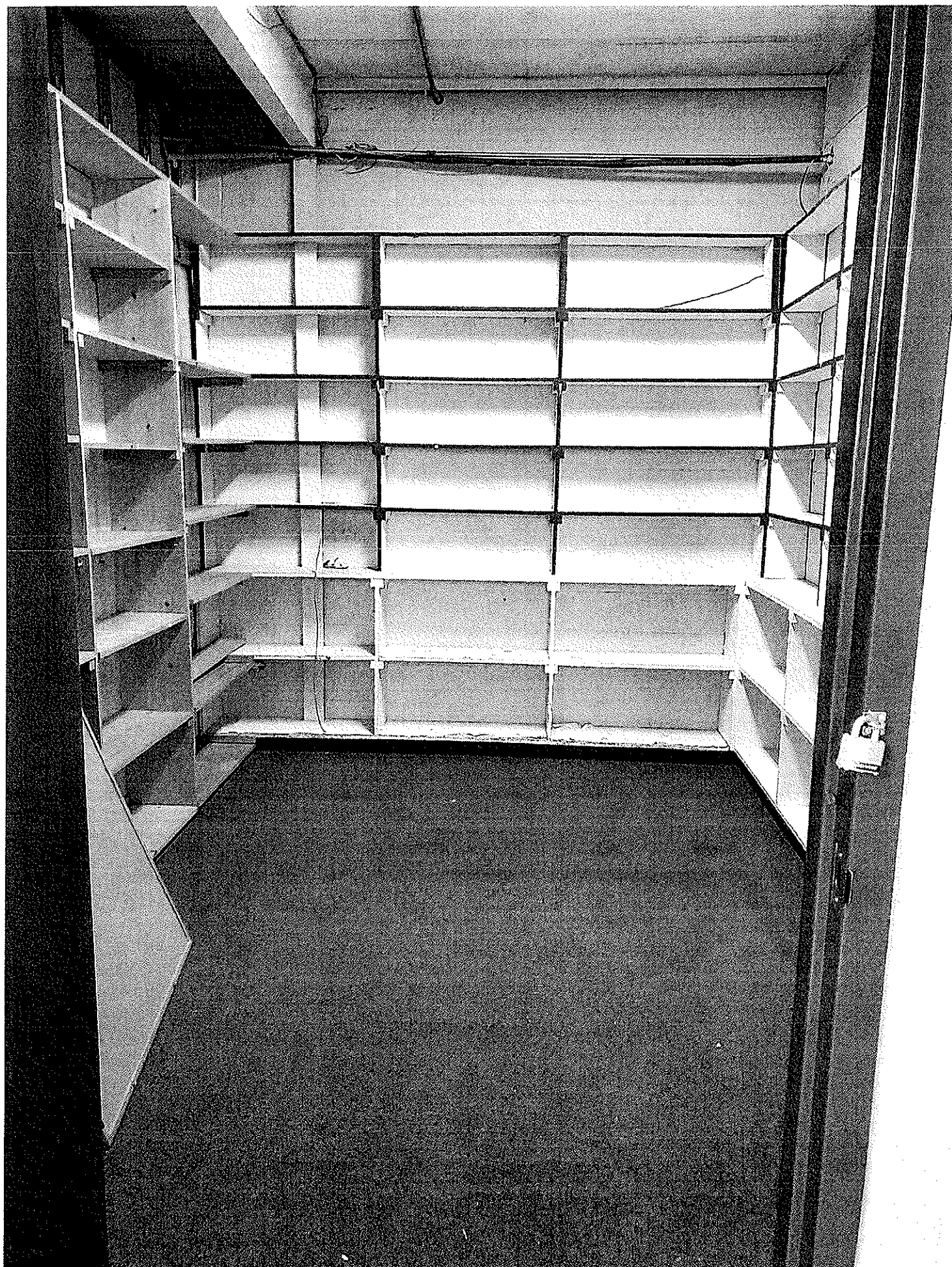
EXHIBIT "A"

Description of Premises
(See attached diagram)













METTER POLICE DEPARTMENT
JULY 2024 STATS

		Jul-24	LAST MONTH	LAST YEAR
CITATIONS ISSUED		107	81	81
WARNINGS		111	78	116
ARRESTS		15	11	8
ACCIDENTS		16	15	14
INCIDENT REPORTS		49	57	38
	Cleared by Arrest	13	14	8
	Exceptionally Cleared	2	3	3
	Unfounded	11	10	6
	Felony Cases	15	14	12
	Misdemeanor Cases	27	34	20
	Fowarded to Investigations	46	24	37

Metter Animal Shelter Monthly Report 2024

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>
# Of dogs from the City of Metter	2	8	12	14	16	4	4
# Of dogs from Candler County	30	21	11	17	25	15	11
Total # of dogs	32	29	23	31	41	19	15
# Of cats from the City of Metter	8	4	5	6	16	19	6
# Of cats from Candler County	12	5	2	17	27	53	9
Total # of cats	20	9	7	23	43	72	15
# Of owner reclaimed	2	3	7	5	2	2	4
# Of calls responded to	46	44	35	53	66	59	55
# Of dogs surrendered by owner	0	2	2	8	12	2	0
# Of dogs adopted	7	9	6	9	6	3	8
# Of dogs euthanized	4	4	3	6	16	9	7
# Of dogs deceased at shelter	0	0	0	0	0	1	0
# Of dog bites reported	1	2	1	8	2	3	2
# Of cats surrendered by owner	11	0	0	1	8	22	1
# Of cats adopted	13	4	5	3	11	3	4
# Of cats euthanized	7	3	1	2	4	4	1
# Of cats deceased at shelter	0	0	0	0	2	0	4
# Of cat bites reported	0	0	0	0	1	0	0
Rescue transfer for dogs	18	17	17	10	12	10	2
Rescue transfer for cats	3	0	0	10	0	81	0

Metter Fire Rescue Response List

Jul-24

Call Type and Jurisdiction

Jul-24

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	1	0	1	3	11	2	1	5	3	27
County	1	2	7	2	0	7	0	0	0	4	1	24
Total	1	2	8	2	1	10	11	2	1	9	4	

Total Calls	51
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Total Calls 52 1 Mutual Aid given to Bulloch Fire

Jul-23

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	0	0	0	3	9	1	1	1	0	15
County	1	1	6	0	1	10	0	1	0	2	0	22
Total	1	1	6	0	1	13	9	2	1	3	0	

Total Calls	37
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REPORT CITY OF METTER
PUBLIC WORKS DIRECTOR
MONTHLY REPORT
JULY 01 TO JULY 31, 2024

A. Water and Sewer Department:

Items	Current Month	Last Month	This Month Last Year	YTD CITY FY2025
1. Total number of work orders.	329	227	271	329
2. Turn on-New Customers.	23	10	23	23
3. Turn off-Final Billing.	24	18	27	24
4. Reconnect.	43	31	53	43
5. Check for leaks.	15	05	15	15
6. Turn off-Bad Checks.	00	00	00	00
7. Turn off-non-payment.	66	58	72	66
8. Sewer Problems.	03	02	07	03
9. Discolored Water Calls	02	04	05	02
10. Service calls.	70	34	17	70
11. Busted water mains	00	05	01	00
12. Water taps.	03	00	05	03
12. Sewer taps.	00	00	07	00
13. Meters damaged by customers	02	03	00	02
14. Utilities Protection Center Locate Tickets.	50	42	33	50
15. Water Meters Tested for Calibration	28	08	03	28

B. Roadways and Walkways/Sanitation Department:

Items	Current Month	Last Month	This Month Last Year	YTD CITY FY2025
1. Total number of work orders.	75	36	74	75
2. Amount of junk picked up.	20.15 tons	39.58 tons	23.15 tons	20.15 tons
3. Number of poly carts repaired or replaced.	15	07	15	15
4. Amount of Garbage took to landfill.	147.29 tons	82.7 tons	148.19 tons	147.29 tons
5. Amount of yard waste picked up.	69.55 tons	31.63 tons	88.47 tons	69.55 tons
6. Number of potholes repaired.	05	00	01	05
7. Number of tires picked up.	53	21	23	53

C. **Building Inspection Department:**

Items	Current Month	Last Month	This Month Last Year	YTD CITY FY2025
1. Number of Building Permits issued.	03	02	04	03
2. Number of Electrical Permits issued.	00	00	01	00
3. Number of Mobile Home Permits issued.	00	00	00	00
4. Number of Sign Permits issued.	00	00	01	00
5. Number of Land Disturbing Permits issued.	00	00	00	00
6. Number of Fence Permits issued.	01	02	01	01
7. Number of Nuisance Letters sent out	04	02	01	04

D. **Projects:**

1. The 2021 TIA Projects for paving of E. Hiawatha St. (100% complete) and sidewalks (100% complete) for S. Lewis St.
2. The Sewer Rehabilitation Project is about 99% complete.
3. The Water/Sewer and Road Project on W. Lytell St. into the Industrial Park. The Water/Sewer part is about 90% complete. The road is 20% complete.
4. The new shop building is 50% complete.
5. The 2024 LMIG Project is 100% complete.
6. Worked on Storm Preparations.

ADMINISTRATION REPORT
AUGUST 2024 MEETING
BY: Angie Conner, City Clerk

A. Permits and Applications:

July Applications

Occupational Tax Registration

1. Davis Auto Wash – 530 S.W. Broad St. – Approved
2. Adon's Closet LLC 530 S.W. Broad St. – Approved
3. Tykes & Tots Childcare Center LLC – 430 N. Rountree St. – Under Review
4. T & C Electrical and Plumbing – 234 S.W. Broad St. Ste. A – Under Review
5. Addie's on Main – 234 S.W. Broad St. – Under Review

Building Permit

1. Lawrence Jarriel – 905 Cedar St. – Approved
2. Jaqueline Ziranda Diaz – 1095 W. Hiawatha St. – Approved
3. Las Mercedes/Amigo Laundromat – 205 S. Leroy St. – Approved
4. Juan Carlos Ortiz Solano – 430 N. Lewis St. - Approved

Sign Permit

1. DAS North America, Inc. – 730 Fortner Rd. - Approved

Short-Term Rental Permit

1. Chandra Brown/Chandals LLC – 330 S. Rountree St. - Approved

Fence Permit

1. Carlos Ortiz Solano – 430 N. Lewis St. - Approved

Park Permit

1. Lisa Rigdon/The Bridge – Food Distribution – Lillian Street Pavilion – Approved
2. Restoration Worship Center – Church Service – Lillian Street Pavilion – Under Review

Zoning Amendment

1. Hadden Family Properties LLC – 430 N. Rountree St. – Under Review

July Building Rental

Depot - \$1,350.00

Community Center - \$1,650.00

Debit/Credit Card, E-Checks (Payments made with cards in City Hall and Online)
July 2024

Number of Transactions – 534

Total Amount - \$50,682.47

Tasks

- Working with auditor to close out FY 2024 financials.
- Missy and Shauna are participating in training sessions on financial management.
- Kaylee Whitfield is back at work from maternity leave.
- Organized and prepared the agenda for the Tree Board meeting held on Thursday, July 18, 2024.
- Attended the regular Clerk's meeting by Zoom on Wednesday, July 17, 2024.
- Met with Cliff Hendrix and Cindy Collins regarding the balance in the ARPA account.
- Attended a called meeting of the Clerk's Association by Zoom on Wednesday, July 24, 2024.
- Angie Conner, Missy Edenfield, Jason Douglas and Mayor Boyd interviewed Lavender & Associates for the Construction Manager position on the new fire station project.
- Angie Conner, Missy Edenfield, and Juwan Taylor interviewed the 4-PM Group for the Construction Manager position on the new fire station project.
- Published ads for the Interim City Manager position. Forwarded resumes to the City Attorney as they were received. Made packets for council that included all the resumes submitted for the Interim City Manager position.
- Organized a Called Meeting for Thursday, August 8, 2024.
- Attended the Georgia Grown Networking Session on Tuesday, July 16, 2024.
- Submitted newly adopted ordinances to Municode for codification.
- Attended all EMA meetings during the storm.