CITY OF METTER
REGULAR MEETING
AGENDA
MONDAY, JULY 13, 2026
5:30 p.m.

1. CALL TO ORDER
2. WELCOME
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. MOTION TO APPROVE THE AGENDA
6. MOTION TO APPROVE THE MINUTES OF THE FOLLOWING MEETING:

   a) Regular Meeting, Monday, June 8, 2026, 5:30 p.m.
   b) Work Session, Tuesday, July 7, 2026, 4:00 p.m.

7. PRESENTATIONS

   a) Fiscal Year 2025 Audited Financial Statements presented by Richard Deal

8. PUBLIC COMMENTS
9. OLD BUSINESS
10. NEW BUSINESS

    a) Consideration of a motion to approve a Resolution for a Transportation Investment Act of 2010 Project Agreement by and between the Georgia Department of Transportation and the City o Metter, Contract ID: IGTIA2700278 and that Rashida Taylor, Mayor and Angie Conner, City Clerk be authorized and directed to execute the agreement on behalf of the Mayor and City Council of City of Metter. This will include the following streets:
        1. Lanier St. P.I. 0018474
        2. N & S Register St., P.I. 0018475
        3. W Lee St., P.I. 0018476
        4. Cotton Ave, P.I. 0018477
        5. Wallace St, P.I. 0018478
        6. Candler St, P.I. 0018479
        7. S Terrell St., P.I. 0018480
        8. Ruby St, P.I. 0018481
        9. Salem Rd, P.I. 0018482
        10. McClean St., P.I. 0018483
        11. Franklin Sr, O.I. 0018484
        12. Addlestone Dr., P.I.001848
        13. Aline Ave., P.I. 0018486
        14. Airport Rd, P.I. 0018487
        15. N & S Daughtry St., P.I. 0018488

b) Consideration of a motion to approve the low bid from Shockley Plumbing for the 2025 CDBG (Award # 25p-x-021-2-6800) in the amount equal to the base bid amount of **$1,118,170.00** as recommended by Parker Engineering LLC. They appear to have adequate experience and technical ability to complete this project. The low bid came in **$127,128.00** over the construction budget of **$991,042.00**. An additional **$127,128.00** can be taken from the 2024 SPLOST by using **$63,564.00** from Drainage funds and **$63,564.00** from Utilities Improvements.

c) Consideration of a motion to approve one of the following bids for repairs to the wooden bridge at the Metter Industrial Park Walking Trail:

1. DC Exteriors, Guyton, GA	$22,200.00
2. Holloway Construction, Metter, GA	$25,395.00
3. William Bird Construction, LLC, Metter, GA	$37,950.00
4. Mill Creek Construction, Statesboro, GA	$55,000.00

The low estimate is from a company in Guyton, who we are not familiar with. Holloway Construction has done work for the city in the past.

d) Consideration of a motion to approve the following agreements with Enterprise Fleet Management:

1. Master Equity Lease Agreement
2. Maintenance Management and Fleet Rental Agreement
3. Agreement to Sell Customer Vehicles
4. Consignment Auction Agreement
5. Company Owed Vehicle Service Agreement
6. Full Maintenance Agreement

e) Consideration of a motion to set a public hearing, August 10, 2026, for public comment on a request by Zachary Daniel for a Variance from Article V. Zoning District Schedules, minimum setback requirements, of the City of Metter Zoning Ordinance or the property at 625 S. Kennedy Street (map and parcel #M35 085).

f) Consideration of a motion to set a public hearing, August 10, 2026, for public comment on a request by Matthew & Evangelina Moghaddam for annexation ad zoning to HOC Highway Oriented Commercial o a 46.76-acre property located on Fortner Road west of Crabby Lane, across from the mini storage (map and parcel 037 021).

g) Consideration of a motion to set a public hearing, August 10, 2026, for public comment on a request by Matthew & Evangelina Moghaddam for annexation and zoning to L-1 Light Industrial of a 54-acre property located at 5801 Leslie Road, east of Webb Circle (map and parcel #037 022).

h) Consideration of a motion to approve an application for an alcohol license for package sales for off-premises consumption of beer and wine submitted by Snehal Dhroovkumar Patel with Kedar 2026 LLC dba Minit Mart #1 located at 504 S.E. Broad St., Metter, Georgia.

i) Consideration of a motion to approve the first reading of an ordinance amending Title 1, Chapter 1.16, Section 1.16.010 Schedule of Fines of the Metter Municipal code.

j) Consideration of a motion to approve a quote from CKH Group for auditing services for the FY 2026, FY 2027, and FY 2028 financials for a fixed not-to-exceed for all three years; **$35,000.00 / $36,000.00 / $37,000.00** with no hourly billing. This will include preparation of the city's annual Report of Local Government Finances (RLGF) is included at no additional charge, and the scope includes restoring the Management's Discussion and Analysis to the City's financial report. Single Audit services, when federal expenditure requires them, are separately stated at **$3,000.00** per year so the city pays that component only in years it applies. The delivery commitment is built around the 180-day statutory submission deadline under O.C.G.A. § 36-81-7.

k) Consideration of a motion to adopt the new proposed City of Metter Employee Handbook to become effective on August 1, 2026.

11. OTHER BUSINESS FROM CITY COUNCIL

12. DEPARTMENTAL REPORTS

13. CITY MANAGER'S REPORT

14. MAYOR'S REPORT

15. ADJOURNMENT

CITY OF METTER
REGULAR MEETING
MONDAY, JUNE 08, 2026
5:30 P.M.

A regular meeting of City Council was held on Monday, June 08, 2026, at 5:30 p.m. in the Council Chambers of City Hall.

Attending the meeting were the following officials:

Mayor Rashida Taylor
Councilwoman Chyrileen Kilcrease
Councilwoman Victoria Gaitten
Councilwoman Tara Tremblay
Councilman Gregory Thomas
City Manager Scott Wood
City Attorney Brent Carter
City Clerk Angie Conner
Police Chief McKinley Lewis
Fire Chief Jason Douglas
Planning Director Teresa Concannon
H/R Purchasing Manager Missy Edenfield
Public Works Director James McCray
Jerri Goodman, Metter Advertiser

GUESTS

Coaches, teachers, team players, and parents of the Metter Golf teams, Field and Track teams along with other guests

CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order and welcomed everyone in attendance.

INVOCATION

City Manager Scott Wood delivered the invocation.

PLEDGE OF ALLEGIANCE

Councilman Thomas led the Pledge of Allegiance.

APPROVAL OF AGENDA

Councilwoman Kilcrease made a motion to approve the agenda as presented. Councilwoman Gaitten seconded the motion, and the vote was unanimous.

APPROVAL OF MINUTES

Councilwoman Kilcrease made a motion to approve the minutes of the May 12, 2026, Regular Meeting, and the June 01, 2026, Public Hearing. Councilman Thomas seconded the motion, and the vote was unanimous.

PRESENTATIONS

Awards were presented to the Metter Golf teams and the Track and Field teams. Also, Vic Fordham was presented with an award for being the runner up as State Teacher of the Year.

Mr. Wendell Summerlin gave a presentation on the signage for the Memory Lane Park project.

PUBLIC COMMENTS

There were no public comments.

NEW BUSINESS

RESOLUTION – CALL FOR SPECIAL ELECTION

Councilwoman Kilcrease made a motion to approve a Resolution to provide for the Call of the 2026 Special Election for the City of Metter, Georgia; to provide for the qualifying fees and dates and times to qualify for City Council Seat 1 District 1 to fill the vacancy caused by resignation of Councilmember James D. McKie; to provide for the appointment of the Candler County Board of Elections and Registrations as the Elections Superintendent and to provide for the appointment of the City of Metter City Clerk as Qualifying Officer. Councilwoman Gaitten seconded the motion, and the vote was unanimous.

RESOLUTION ADOPTING THE FISCAL YEAR 2027 BUDGET FOR EACH FUND

Councilwoman Kilcrease made a motion to approve a Resolution to adopt the Fiscal Year 2027 budget for each fund of the City of Metter, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual fund available. Councilwoman Gaitten seconded the motion, and the vote was unanimous.

SIGNAGE AT MEMORY LANE PARK

Councilwoman Kilcrease made a motion to approve the proposed locations for the interpretive signage at Memory Lane Park. Councilman Thomas seconded the motion, and the vote was unanimous. There are 13 markers.

EXECUTIVE SESSION

Councilwoman Kilcrease made a motion to go into executive session for personnel pursuant to O.C.G.A. 50-14-2(1) and for real estate pursuant O.C.G.A. 50-4-3(4). Councilman Thomas seconded the motion, and the vote was unanimous.

After all discussion was complete, Councilwoman Kilcrease made a motion to return to open session. Councilman Thomas seconded the motion, and the vote was unanimous.

QUIT CLAIM DEED NEAL STREET

Councilman Thomas made a motion to approve a quit claim deed which included a portion of Neal Street as spelled out in Exhibit A – Legal Description since the city no longer desires to extend Neal Street. Councilwoman Kilcrease seconded the motion, and the vote was unanimous.

OTHER BUSINESS FROM CITY COUNCIL

There was no further business from City Council.

DEPARTMENTAL REPORTS

Departmental reports were provided to council members in the meeting binder and distributed electronically prior to the meeting.

CITY MANAGER REPORT

Mr. Wood reported on the following:

1. The fire station project is progressing. We may need to address some drainage issues. This will be an added cost that can be covered by contingency funds. Hopefully they will be able to stay on schedule.
2. We are looking at going to bi-weekly pay beginning August 1, 2026
3. A draft of the new proposed Personnel Policy and Handbook will be ready for council's review by the end of the week. Please review and get any questions back to the City Clerk by June 26th. We will be ready to adopt this at the July 13th regular meeting.

4. Gave an update on the paving schedule. The city has declared liquidated damages.
5. City Manager applications are due by July 15th, and packets will be submitted to city council on July 20th.
6. The City of Metter has the following job openings: 2 groundskeeper positions, building/code enforcement position, administrative assistant position, and a resource center coordinator position.

MAYOR'S REPORT

Mayor Taylor reported the following:

1. Announced the DDA/Main Street meeting.
2. Announced the GICH meeting.
3. Gave an update on the literacy event held in May.
4. Saturday, July 5th Juneteenth Event Downtown.
5. June 26th – 30th GMA Convention.
6. GMA proxy signed over to the president of GMA.
7. Announced the dinner schedule for the GMA event.

ADJOURNMENT

After no further discussion, Councilwoman Kilcrease made a motion to adjourn the meeting. Councilwoman Gaitten seconded the motion, and the vote was unanimous. The meeting was adjourned at 6:38 p.m.

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Angie Conner, City Clerk

CITY OF METTER
Work Session
Tuesday, July 7, 2026
4:00 P.M.

A work session was held on Tuesday, July 7, 2026, at 4:00 p.m. in the Council Chambers at City Hall.

Attending the meeting were the following officials:

Mayor Rashida Taylor
Councilwoman Chyrileen Kilcrease
Councilwoman Tara Tremblay
Councilman Gregory Thomas
Councilwoman Victoria Gaitten
City Manage Scott Wood
City Clerk Angie Conner
HR/Purchasing Manager Missy Edenfield
Finance Manager Cindy Collins
Labor Attorney Joyce Kitchens (by zoom)

GUESTS ATTENDING

James D. McKie

INVOCATION

Councilman Gregory Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

Councilwoman Kilcrease led the Pledge of Allegiance.

CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order and welcomed everyone.

PURPOSE

The purpose of the work session was to review the proposed new personnel policies and procedures.

ITEMS DISCUSSED

1. Flex Time
2. Telework – has to be approved by City Manager or designee prior to being done.

3. Comp time
4. Smoking in city vehicles – Make sure this is included in the policy.
5. Time Clock System – Make sure no one can clock anyone else in or out.

Mr. Wood announced that the adoption of the new personnel policy will be on the July agenda. We will also add to the website.

The group also discussed the findings that were sited in the FY 2025 audited financial statements. Mayor Taylor announced that she, City Manager, Finance Director, and City Clerk would be meeting with the auditor to discuss the findings.

ADJOURNMENT

After no further comments, Councilwoman Kilcrease made a motion at 5:05 p.m. to adjourn the meeting. Councilwoman Gaitten seconded the motion, and the vote was unanimous. The meeting was adjourned at 5:05 p.m.

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Angie Conner, City Clerk

RESOLUTION

STATE OF GEORGIA

CITY OF METTER

BE IT RESOLVED by the Mayor and City Council of the City of Metter, Georgia, and it is hereby resolved, that the foregoing attached Agreement, relative to the aforementioned projects and that Rashida Taylor as Mayor and Angie Conner, as Clerk, be and they are, thereby authorized and directed to execute the same for and on behalf of said by the Mayor and City Council of the City of Metter.

Passed and adopted this the 13th day of July 2026.

ATTEST:

_______________________________ BY: _______________________________

CITY CLERK MAYOR

STATE OF GEORGIA,

CITY OF METTER

I, Angie Conner as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council of City of Metter.

WITNESS my hand and official signature, this 13th day of July 2026.

BY: _______________________________

CITY CLERK OF THE CITY OF METTER

Please replace this page with your authorizing resolution as required by the code section O.C.G.A § 32-4-61. A county shall have the authority to contract as set forth in this part and in paragraph (1) of Code Section 32-4-42. Any contract for work on all or part of the county road system shall be in writing and shall be approved by resolution which shall be entered on the minutes of such county

SAMPLE RESOLUTION

STATE OF GEORGIA

CITY OF METTER

BE IT RESOLVED by the Commission Chairman and Board of Commissioners of City of Metter, and it is hereby resolved, that the foregoing attached Agreement, relative to the aforementioned projects and that [Name] as Commission Chairman and [Name], as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of City of Metter.

Passed and adopted this the ____________ day of _________________, 20___.

ATTEST:

__________________________ BY:____________________________

COUNTY CLERK CHAIRMAN

STATE OF GEORGIA,

CITY OF METTER

I, [Name], as Clerk of Commission, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Commission Chairman and Board of Commissioners of City of Metter.

WITNESS my hand and official signature, this the ________ day of _______________,

20________.

BY: ________________________________

CLERK OF

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

CITY OF METTER

CONTRACT ID: IGTIA2700278

This Agreement, made and entered into as of ______________________________, ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and CITY OF METTER, GEORGIA, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

1) **Lanier St, P.I. 0018474**
2) **N & S Register St, P.I. 0018475**
3) **W Lee St, P.I. 0018476**
4) **Cotton Ave, P.I. 0018477**
5) **Wallce St, P.I. 0018478**
6) **Candler St, P.I. 0018479**
7) **S Terrell St, P.I. 0018480**
8) **Ruby St, P.I. 0018481**
9) **Salem Rd, P.I. 0018482**
10) **McClean St, P.I. 0018483**
11) **Franklin Dr, P.I. 0018484**
12) **Addlestone Dr, P.I. 0018485**
13) **Aline Ave, P.I. 0018486**
14) **Airport Rd, P.I. 0018487**
15) **N & S Daughtry St, P.I. 0018488**

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

ARTICLE I
SCOPE AND PROCEDURE

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in "Exhibit B", Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT's review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

B. **Local Project Delivery Application.** The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT'S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. **Applicable Laws, Regulations and Standards**. During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT'S Transportation Investment Act of 2010 Manual - Processes and Procedures, available on the DEPARTMENT's website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as "TIA Manual"), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. **Notices to Proceed**. The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit A" WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

1) Preliminary Engineering Activities - Concept Report Approval
2) Preliminary Engineering Activities - Field Plan Review Approval
3) Right of Way
4) Construction - Notice to Advertise
5) Construction - Notice to Proceed
6) Transit - Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

E. **Preliminary Engineering Activities**. The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. **Right of Way Acquisition**. The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. **Utility/Railroad Activities**. The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. **Construction**. The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

I. **RESERVED**.

J. **RESERVED**.

K. **Reporting**. During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

ARTICLE II
REVIEW OF WORK

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

ARTICLE III
TERM OF AGREEMENT AND TIME OF PERFORMANCE

A. **Term of Agreement**. This Agreement will commence on the Effective Date as defined above and continue through December 31, 2038 unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance**. TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

ARTICLE IV
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

ARTICLE V
INSURANCE

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

☐ is self-insured and all claims against LOCAL GOVERNMENT will be handled through ______________________________

OR

☒ shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

MINIMUM INSURANCE

A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.

B. Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence.

C. Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:

   i. For Professionals - $1,000,000 per claim and $1,000,000 in aggregate coverage;
   ii. For Sub-consultant Engineers and Architects - $1,000,000 per claim and $1,000,000 in aggregate coverage;
   iii. For Other Consultants - $1,000,000 per claim and $1,000,000 in aggregate coverage.
   iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

ARTICLE VI
COMPENSATION AND PAYMENT

A. **<u>100% TIA Funded Project</u>.**

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

B. **<u>Eligible Project Costs.</u>** Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

C. **<u>Budget Estimate and Reimbursement.</u>**

It is understood and agreed that the total cost of the PROJECT is the amount established in the Approved Investment List plus any additional funds added with the approval of the DEPARTMENT. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECT, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECT. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

1) **Lanier St, P.I. 0018474: ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00)**

2) **N & S Register St, P.I. 0018475: FORTY-SIX THOUSAND ONE HUNDRED THIRTY DOLLARS AND ZERO CENTS ($46,130.00)**

3) **W Lee St, P.I. 0018476: FIFTY-THREE THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS AND ZERO CENTS ($53,543.00)**

4) **Cotton Ave, P.I. 0018477: FIFTY-SEVEN THOUSAND TWO HUNDRED NINETY-TWO DOLLARS AND ZERO CENTS ($57,292.00)**

5) **Wallce St, P.I. 0018478: THIRTY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS ($39,986.00)**

6) **Candler St, P.I. 0018479: FORTY THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS AND ZERO CENTS ($40,976.00)**

7) **S Terrell St, P.I. 0018480: EIGHTY-SIX THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS AND ZERO CENTS ($86,144.00)**

8) **Ruby St, P.I. 0018481: ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00)**

9) **Salem Rd, P.I. 0018482: ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($175,000.00)**

10) **McClean St, P.I. 0018483: SIXTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND ZERO CENTS ($68,383.00)**

11) **Franklin Dr, P.I. 0018484: EIGHTY-FOUR THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND ZERO CENTS ($84,281.00)**

12) **Addlestone Dr, P.I. 0018485: TWENTY-TWO THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS ($22,932.00)**

13) **Aline Ave, P.I. 0018486: ONE HUNDRED THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS ($100,234.00)**

14) **Airport Rd, P.I. 0018487: EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($87,775.00)**

15) **N & S Daughtry St, P.I. 0018488: THIRTY-FOUR THOUSAND ONE HUNDRED NINETY-THREE DOLLARS AND ZERO CENTS ($34,193.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. **Process For Payment**.

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is $500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds $500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. **Insufficient TIA FUNDS.**

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or

2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

ARTICLE VII
FINAL PAYMENT

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE VIII
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE IX
MAINTENANCE OF CONTRACT COST RECORDS

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

ARTICLE X
SUBLETTING, ASSIGNMENT, OR TRANSFER

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

ARTICLE XI
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

ARTICLE XII
MAINTENANCE AND OPERATIONS OF PROJECTS

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

ARTICLE XIII
OWNERSHIP OF DOCUMENTS

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

ARTICLE XIV
PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regardingi the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et.seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

ARTICLE XV
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and

2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;

2) A description of the work each DBE firm, small business or veteran owned business will perform; and

3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XVI

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

A. TIA Manual; and

B. Department's "TIA Invoice Process", as may be amended from time to time; and

C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

ARTICLE XVII

A. ASSIGNMENT. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

E. PREAMBLE, RECITALS AND EXHIBITS. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. CAPTIONS. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. GEORGIA AGREEMENT. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. COUNTERPARTS. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

L. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

M. <u>ENTIRE AGREEMENT</u>. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

ARTICLE XVIII
COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

C. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.

D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

G. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.

H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting contract with ___, ______________________ certifies that a drug-free workplace will be provided for

the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

GEORGIA DEPARTMENT OF TRANSPORTATION	CITY OF METTER, GEORGIA
Commissioner (Seal)	Signature Date
	Printed Name/Title
	PLACE SEAL HERE
ATTEST:	ATTEST: I attest to the genuineness of the Seal, and I further attest that the above named officer is duly authorized to execute this document.
Treasurer	
	Signature Date
	Printed Name/Title
	Federal Employer Identification Number

EXHIBITS

Exhibit A	**Work Schedule**
Exhibit B	**Scope and Procedure**

EXHIBIT A

WORK SCHEDULE

1) **Lanier St, P.I. 0018474**
2) **N & S Register St, P.I. 0018475**
3) **W Lee St, P.I. 0018476**
4) **Cotton Ave, P.I. 0018477**
5) **Wallce St, P.I. 0018478**
6) **Candler St, P.I. 0018479**
7) **S Terrell St, P.I. 0018480**
8) **Ruby St, P.I. 0018481**
9) **Salem Rd, P.I. 0018482**
10) **McClean St, P.I. 0018483**
11) **Franklin Dr, P.I. 0018484**
12) **Addlestone Dr, P.I. 0018485**
13) **Aline Ave, P.I. 0018486**
14) **Airport Rd, P.I. 0018487**
15) **N & S Daughtry St, P.I. 0018488**

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

EXHIBIT B

SCOPE AND PROCEDURE

1) Construction, operation and maintenance of Lanier St, P.I. 0018474
2) Construction, operation and maintenance of N & S Register St, P.I. 0018475
3) Construction, operation and maintenance of W Lee St, P.I. 0018476
4) Construction, operation and maintenance of Cotton Ave, P.I. 0018477
5) Construction, operation and maintenance of Wallce St, P.I. 0018478
6) Construction, operation and maintenance of Candler St, P.I. 0018479
7) Construction, operation and maintenance of S Terrell St, P.I. 0018480
8) Construction, operation and maintenance of Ruby St, P.I. 0018481
9) Construction, operation and maintenance of Salem Rd, P.I. 0018482
10) Construction, operation and maintenance of McClean St, P.I. 0018483
11) Construction, operation and maintenance of Franklin Dr, P.I. 0018484
12) Construction, operation and maintenance of Addlestone Dr, P.I. 0018485
13) Construction, operation and maintenance of Aline Ave, P.I. 0018486
14) Construction, operation and maintenance of Airport Rd, P.I. 0018487
15) Construction, operation and maintenance of N & S Daughtry St, P.I. 0018488

APPENDICES

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit
Appendix D	Local Government Resolution

APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION
for the following Projects:

1) Lanier St, P.I. 0018474
2) N & S Register St, P.I. 0018475
3) W Lee St, P.I. 0018476
4) Cotton Ave, P.I. 0018477
5) Wallce St, P.I. 0018478
6) Candler St, P.I. 0018479
7) S Terrell St, P.I. 0018480
8) Ruby St, P.I. 0018481
9) Salem Rd, P.I. 0018482
10) McClean St, P.I. 0018483
11) Franklin Dr, P.I. 0018484
12) Addlestone Dr, P.I. 0018485
13) Aline Ave, P.I. 0018486
14) Airport Rd, P.I. 0018487
15) N & S Daughtry St, P.I. 0018488

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

June 17, 2026

Mr. Scott Wood, City Manager
City of Metter
49 S Rountree St
Metter, GA 30439

SUBJECT:
PI# 0018474, Lanier St
PI# 0018475, N & S Register St
PI# 0018476, W Lee St
PI# 0018477, Cotton Ave
PI# 0018478, Wallace St
PI# 0018479, Candler St
PI# 0018480, S Terrell St
PI# 0018481, Ruby St
PI# 0018482, Salem Rd
PI# 0018483, McLean St
PI# 0018484, Franklin Dr
PI# 0018485, Addlestone Dr
PI# 0018486, Aline Ave
PI# 0018487, Airport Rd
PI# 0018488, N & S Daughtry St
TIA2 Local Delivery Approval

Mr. Wood:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced projects. The Local Delivery Application has been approved for the following phases:

- Preliminary Engineering (PE)
- Right of Way (ROW
- Utilities (UTL)
- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and the City of Metter is required to be executed prior to beginning work. A written Notice to Proceed from the Department is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Brent Moseley at 912-530-4391 or by email at bmoseley@dot.ga.gov .

Sincerely,

Brent Moseley FOR:

Kenneth Franks,
State TIA Administrator

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager
Tony Collins, TIA Construction Manager
Bobby Adams, TIA Procurement Manager
Project File

Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information	
Applicant City of Metter	**Main Contact** Cliff Hendrix
Contact Title Construction Manager	**Phone Number** 912-685-7845
Local Government Email address chendrix@cityofmetterga.gov	
Contact Address P.O. Box 74	
Address Line 2 700 Washington Street	

City	State	Zip Code
Metter	Georgia	30439

Section II – Project Information			
County Candler	**City** Metter	**Congressional District** 12	**GDOT District** 5
Regional Commission HOGA		**MPO Region (if applicable)** N/A	

Regional Commission ID Number/ PI Number/ and Project Name

HG-Metter-019 / 0018474 / Lanier St	HG-Metter-020 / 0018475 / N & S Register St	HG-Metter-021 / 0018476 / W Lee St
HG-Metter-022 / 0018477 / Cotton Ave	HG-Metter-023 / 0018478 / Wallace St	HG-Metter-024 / 0018479 / Candler St
HG-Metter-025 / 0018480 / S Terrell St	HG-Metter-009 / 0018481 / Ruby St	HG-Metter-010 / 0018482 / Salem Rd
HG-Metter-013 / 0018483 / McLean St	HG-Metter-014 / 0018484 / Franklin Dr	HG-Metter-015 / 0018485 / Addlestone Dr
HG-Metter-016 / 0018486 / Aline Ave	HG-Metter-017 / 0018487 / Airport Rd	HG-Metter-018 / 0018488 / N & S Daughtry St

☐ Local Government is LAP Certified

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- [x] Preliminary Engineering (PE)
- [x] Right of Way (ROW)
- [x] Utilities (UTL)
- [x] Construction (CST)

Section III–Method of Delivery

The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Please list the Local Government's previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:

Project Description:

Construction Let Date:

Construction Completion Date:

Initial Cost Estimate:

Final Completed Cost:

Project Name:

Project Description:

Construction Let Date:

Construction Completion Date:

Initial Cost Estimate:

Final Completed Cost:

Is the Project on the State Route System or does it tie to a State Route?

No

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

The Local Government's procedures in place for contract payment validation.

The Local Government's conflict of interest policy.

Complete the information below and submit to:

Kenneth Franks, State TIA Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, Georgia 30308

I hereby certify that I am a principle and duly authorized representative of City of Metter, Georgia, whose address is 49 S. Rountree St., Metter, GA 30439.

LOCAL GOVERNMENT:

Rashida Taylor (Signature)

Mayor (Title)

6/12/26 (Date)

City of Metter Local Project Delivery Application

Provide as attachments, the following information:

1. The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the following information:
   a. Type of resources necessary (internal/ external, breakdown by each phase, types, and anticipated costs)

      The City's Construction Manager, Cliff Hendrix, will be the Project Manager and responsible for tracking the overall project budget. The City of Metter will utilize the external resource services of our consulting engineering firm to provide the necessary engineering services, such as: plan specifications, soliciting sealed bids, and inspection services.

   b. Type of contracting mechanism

      The City of Metter has a consulting engineering firm to provide Professional Engineering, Surveying, Project Management, and General Consulting Services. For this project, the engineering firm will be responsible for preparing bid documents, while city staff will advertise projects in the local paper for 30 days. Once bids are received, city staff will open and read; the Engineering staff will prepare a certified bid tab with recommendations. The Engineering firm will also contact references for the project, if needed.

   c. Local Government's plan to contract and fund selected phase(s) until TIA revenues are available for reimbursement; and

      This project includes preliminary engineering; **right-of-way acquisition and utility relocation are not included.** The funding for the construction (resurfacing and paving) will come from the City of Metter's Special Purpose Local Option Sales Tax (SPLOST) and TIA SPLOST Revenues (25% allocation). The city anticipates that GDOT will reimburse the City for construction related expenses not to exceed what is listed on the TIA list.

   d. If Project is on the State Route system.

      These projects are NOT on a State Route.

2. Previous experience with Project or Program Delivery. List no more than 4 and no less than 2 projects of similar scope and cost. Provide dates of initializing PE, right of way acquisition, letting and completing construction for each. Provide the percentage breakdown of Local Government's project

management and program management costs for each project. Provide original estimated cost and final completed cost by phase.

When the City of Metter was provided with additional TIA Funds 2021and 2022 LMIG Funds, it used the funds to construct/pave three roads and extend pedestrian sidewalks within the corporate limits. The city hired its consulting firm of EMC Engineering to provide design services for these roads to be paved sidewalks to be built.

a. **East Hiawatha Street:** Building and paving a dirt street, storm drainage, striping and grading of 0.40-mile road. Construction began May 2023 and ended November 2024. Actual construction cost was **($894,355.00).**

b. **South Lewis Street Sidewalk:** Building 1,658' of 5'wide sidewalk, handicap ramps, striping and grading. Construction began July 2023 and ended September 2024. Actual construction cost was **($362,585.00).**

c. **South College Street:** Resurfacing, striping and grading of .196 mile road. Construction began August 2023 and ended December 2023. Actual construction cost was **($78,130.00).**

3. Procedures currently in place or that will be in place for managing Project quality, scope, schedule, and budget.

   a. **Project Quality.** The City of Metter will work with our consulting Engineering Services to ensure that we have quality assurance and quality control for this project.
   b. **Project Scope.** These projects are simple resurfacing of the Streets.
   c. **Project Schedule.** The Project will be advertised for at least 30 days and bided along with other streets scheduled for base and paving. The city will initiate this process once the City is authorized as a Local Project Administrator.
   d. **Project Budget.** The proposed budgets are those listed on the schedule.

4. Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budget.

   Prior to construction, City officials will request from the contractor a construction and estimated draw schedule. During construction, our consulting Engineering will submit to the City of Metter a monthly status report in addition along with the contractor's approved pay request. The monthly status report will update the schedule and budget. Our consulting Engineering firm will also provide construction inspect logs and quantity tracking sheets to the City.

City of Metter Local Project Delivery Application

5. The Local Government's expense eligibility guidelines for delivering local transportation projects; or procedures in place for contract payment validation.

   The procedure for contract payment validation will include the contractor submitting an itemized pay request to our Engineer's for review. Our Engineering staff will sign off on the quantities and submit a letter recommending payment. The Public Works Director and City Clerk's office will maintain a spreadsheet of payments to the contract, our Engineer's, and any other project related expenditures. Any changes orders must be in writing and will be accounted for on the pay request. This is a standard payment procedure used by many funding agencies that the city has experience with to do infrastructure projects.

6. The Local Government's conflict of interest policy.

   See Attachment A-City of Metter Code of Ethics Ordinance.

City of Metter Code of Ordinances-Attachment A

2.36.010 Declaration of policy.

It is essential to the proper government and administration of the city that its mayor and council and the city-appointed officials covered by this chapter be, and give the appearance of being, independent and impartial, that public service not be used for private gain, and that there be public confidence in the integrity of the city government. Because the attainment of one or more of these ends is impaired whenever there exists in fact, or appears to exist, a conflict between the private Interests and public responsibility of city officials, the public interest requires that the city protect against such conflicts of interest by establishing appropriate ethical standards with respect to the conduct of the officials covered by this chapter in situations where a conflict may exist. It is also essential to the efficient operation of the city that those persons best qualified be encouraged to serve in positions of public trust Accordingly, the standards hereinafter set forth must be so Interpreted and understood as to not unreasonably frustrate or impede the desire or inclination of those best qualified to seek and serve in public office. To that end, the officials herein noted should not, except as otherwise provided by law, be denied the opportunity available to all other citizens to acquire and maintain private, economic and other interests, except where a conflict of interest appears. The policy and purpose of this chapter, therefore, is to make clear those standards of ethical conduct that shall apply to the officials herein noted In the discharge of their official duties, to conform with the objective of protecting the Integrity of city government, and to prescribe only such essential restrictions as will not Impose barriers repugnant to conscientious public service.

(Prior code§ 2-25(1))

2.38.020 Definitions.

As used in this chapter, the following terms shall have the respective meanings ascribed to them:

"Appointed official" means the city clerk and/or administrator, all department heads, the municipal court judge, the city attorney, any city employee under the jurisdiction of the mayor and council exempt from civil service system regulations, or any city-appointed member of any city commission or city board authority.

"Business" means a corporation, partnership, sole proprietor, or any other person or organization carrying on an enterprise for profit.

"Business relationship" means an agreement between parties designed to result in monetary profit to one or more of the parties.

"Censure" means an expression of **severe** criticism or reproach.

"Confidential Information" means any information which, by law, is not available to the public.

"Contract" means any lease, claim, account or demand against or agreement with any person, whether express or implied, executed or executory, oral or in writing.

"Employment" means any rendering of services on request. whether paid or unpaid.

"Immediate family" means an official or appointed official and such official's or appointed official's husband, wife, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law. sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, stepfather, stepmother, or stepchildren.

"Interest" means any direct or indirect pecuniary or material benefit held by or accruing to an official or appointed official as a result of a contract or transaction which is or may be the subject of or tangent to an official act or action by or with the city. Unless otherwise provided, the term "interest" does not include an interest more remote than described in this definition. For the purpose of this chapter, an official or appointed official shall be deemed to have an Interest in transactions Involving any one of the following:

1. Any person or such person's immediate family;
2. Any person with whom a contractual relationship (either written or implied) exists, whereby such person may receive payment or other benefit, including an agreement for gainful employment;
3. Any business in which such person is a director, officer, employee, prospective employee or substantial (greater than ten (10) percent) shareholder.

"Official" means the mayor and any member of the city council of this city.

"Official act or action" means any executive, legislative, administrative, appointive or discretionary act of the mayor and council or appointed official taken pursuant to a regular discharge of such official's or appointed official's official duties.

"Paid" means receipt of, or right to receive, a salary or a commission, percentage, brokerage, contingent fee, or other valuable consideration.

"Participation" means any individual, business, labor organization, representative, fiduciary, trust or association, whether paid or unpaid, the mayor and council and those whom the city legally **exercises** jurisdiction.

"Property" means any property, real or personal, tangible or intangible.

"Reprimand" means an expression ofdisapproval.

"Transaction" means the conduct of any activity that results in or may result in an official act or action of the city.

(Amended during 1997 codification; prior code§ 2-25(2))

2.36.030 Impartiality.

No official or appointed official shall, by such official's or appointed official's conduct, give reasonable basis for the impression that any person improperly can Influence such official or appointed official or unduly benefit from such official's or appointed official's favor in the performance of official acts or actions, or that such official or appointed official is affected unduly by the kinship, rank, position or association with any person. This section, however, shall not apply to officials or appointed officials who are cooperating with local, state or federal law enforcement authorities during the course of an overt or covert criminal activity.

(Prior code§ 2-25(3))

2.36.040 Gifts and favors.

A.

No official or appointed official shall directly or indirectly request, exact, receive or agree to receive a gift, loan, favor, promise or thing of value for such official's or appointed official's self or another person where such gift, loan, favor, promise or thing of value may in any way **appear** to influence the official or appointed official in their official capacity. This section shall not apply in the case of:

1. An official noncash gift of value not to exceed fifty dollars ($50.00); or
2. An award publicly presented in recognition of service; or
3. A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of the state to engage in the making of such a loan.

B.

Nothing in this chapter shall prohibit any official or appointed official from accepting a gift on behalf of the city, provided that the person accepting the gift shall promptly report the receipt of such gift to the mayor and council, which may have the gift added to the Inventory of property of the city.

(Prior code§ 2-25(4))

2.36.050 Campaign contributions.

The provisions of this chapter shall not apply to campaign contributions made to an official in compliance with or authorized by the Georgia Campaign and Financial Disclosure Act (OCGA Section 21-5-1, et seq.).

(Prior code § 2-25(5))

2.36.060 Confidential information.

Except as required by Georgia's Open Records Act or other properly enacted statutory authority, or pursuant to order of an appropriate court, no official or appointed official, whether paid or unpaid, shall disseminate nonpublic information or disclose able information concerning the property, governing operations, policies, decisions, plans or affairs of the city, nor shall such official or appointed official use such Information or any information acquired in such official's or appointed official's official capacity to advance the financial or personal interest of that party or others under any circumstances.

(Ord. O0-05 (part); prior code § 2-25(6))

2.36.070 Representation.

Except in the regular discharge of official duties or pursuant to a properly Issued subpoena, no official or appointed official shall appear on such official's or appointed official's own behalf, or represent, or appear on behalf of, whether paid or unpaid, any person before any other official or appointed official of the city, any court or legislative, administrative or quasi-judicial board, agency, commission or committee appointed by the city concerning any contract or transmission which Is or may be the subject of an official act or action of the city, or otherwise use or attempt to use such official's or appointed official's official position to secure privileges or exemptions for such official's or appointed official's self or other persons.

(Prior code § 2-25(7))

2.36.080 Incompatible employment

No official or appointed official shall engage in, accept employment with, or render services for any person or business when such Is adverse to and incompatible with the proper discharge of such official's or appointed official's official duties.

(Prior code § 2-25(8))

2.36.090 Disclosure of interest prior to official action.

An official or appointed official who has an interest that such official or appointed official has reason to believe may be affected by such official's or appointed official's official acts or actions or by the official acts or actions of the city shall disclose that interest and shall abstain from participating in such official acts or actions affected thereby. That Interest shall be disclosed by such official or appointed official prior to there being taken any official acts or actions.

(Prior code § 2-25(9))

2.36.100 Acquiring an interest

No official or appointed official shall acquire an interest in any contract or transaction at a time when he or she believes or has reason to believe that such an interest will be affected directly or indirectly by his or her official act or actions by the official acts or actions of the city.

(Prior code § 2-25(10))

2.36.110 Limitations on contracting with city.

A.

An official or appointed official shall not enter into any contract with the city involving services or property, nor shall an official or an appointed official enter into any contract with the city involving a business in which an official or appointed official has an Interest. This section shall not apply in the case of:

1. The designation of a bank or lending institution as a depository for city funds;
2. The borrowing of funds from any bank or lending Institution which offers the lowest available rate of interest for such loan;
3. Contracts for services entered into with a business which is the only reasonably available source for such goods or services;
4. Contracts for services of city attorney or municipal court Judge or with an attorney provided, however, the city attorney and the municipal court judge shall not be the same person and shall not be members of the same law firm.
5. Contracts entered into under circumstances which constitute an emergency situation of a nature which threatens loss of life or property, provided that a record explaining the emergency is prepared by the chief administrator and made a part of the minutes of the city at its next regular meeting.

B. Any official or appointed official who shall violate the terms and provisions of OCGA Section 36-37A or any provisions of any city ordinance, rule and/or regulation shall be deemed in violation of this chapter and shall be subject to the penalties in this chapter.

(Ord. dated 5-12-97 (part); prior code § 2-25(11))

2.36.120 Disclosure of interest in zoning matters.

A. All officials or appointed officials deemed subject to the provisions of OCGA Chapter 36-37A, et seq. shall make the disclosures therein required, and shall be subject to the penalties therein stated. In addition, any official or appointed official required to make the disclosure set forth in the aforesaid provisions of the Official Code of Georgia Annotated shall be prohibited from participating in the zoning matter in which such official or appointed official has a direct or indirect interest. A violation of the aforesaid provisions of the Official Code of Georgia Annotated shall also constitute a violation of this chapter.

B. The disclosure requirements set forth in Chapter 36-37A of the Official Code of Georgia Annotated and the prohibitions from participation imposed in subsection A of this section shall also pertain to all officials and appointed officials who are involved

In the process of approving and/or disapproving residential and commercial subdivision plats.

(Priorcode § 2-25(12))

2.36.130 Disclosure of relationships.

A.

Each party subject to this chapter shall submit in writing to the city the following information:

1.

Any business interests between or among any parties' subject to this chapter, with complete description of such involvement;

2.

Any business interests between or among any parties' subject to this chapter which have been terminated within six months from the initial date of disclosure;

3.

Any business interests between or among any parties' subject to this chapter anticipated in the next six-month period;

4.

Any real estate holdings in which an official or appointed official has an Interest which is located in the city.

B.

Henceforth, each party subject to this chapter shall inform the mayor and council in writing of any such business relationships or interests within thirty (30) days of the creation of any such contractual relationship or acquisition and shall provide all of the information requested in subdivisions (1) through (4) of subsection (A) of this section. Notwithstanding the preceding reporting requirement, it is required that at least one report be made by each official or appointed official at least once annually, which report shall be made on or before the first day of January of each year.

C.

Failure on the part of any party subject to this chapter to comply with the provisions of this section shall be deemed to be a violation of this chapter.

D.

All information supplied under this chapter shall be received by the city and delivered to the judge of the probate court for retention, and except as otherwise provided by law. Such information shall be kept confidential and not be disclosed to any person in any manner.

(Prior code§ 2-25(13))

2.36.140 Use of city property.

No official or appointed official shall use any city property, services, personnel, labor or other thing of value for personal gain or for any purpose other than the official business of the city. The use of a city vehicle, however, in traveling to and from the employee's residence shaR be deemed official business of the city when authorized by the mayor and council. Any parties so violating this provision shall be required to pay to the city a sum equal to the value of the benefits so received and shall likewise be deemed to have violated the provisions of this chapter.

(Prior code§ 2-25(14))

2.36.150 Compliance with applicable laws.

No official or appointed official shall engage in any activity or transaction that is prohibited by any law, now existing or hereafter enacted, which Is applicable to him or her by virtue of his or her office. Without limiting the applicability of other statutory provisions, the provisions of OCGA Section 45-10-1 are Incorporated In this chapter and by reference made a part thereof.

(Prior code § 2-25(15))

2.36.160 Complaints.

Any person having a complaint against any member of the governing authority for an alleged ethics violation shall file in writing a verified complaint setting forth the particular facts and circumstances which constitute the alleged violation against the governing authority. The complaint shall be filed with the mayor, or in the event the complaint regards the mayor, shall be filed with the mayor pro-tem. Upon receipt of a complaint, the mayor, or in the event the complaint regards the mayor, the mayor pro-tem shall appoint three members of council, who, along with the city attorney, shall constitute an investigating committee to determine whether the complaint sets forth significant facts and circumstances so as to warrant a hearing before the board of ethics. In the event the complaint does not set forth sufficient facts to constitute an alleged violation and is found unjustified, frivolous or patently unfounded, it shall be dismissed, and the complainant notified immediately. In the event the complaint if found to state sufficient facts to warrant a hearing before the board of ethics, the board shall be appointed as provided herein.

(Ord. 0()..()5 (part): prior code§ 2-25(16))

2.36.161 Board of ethics.

A.

Composition of the board of ethics.

I.

The board of ethics of the city shall be composed of five residents of the city to be appointed as provided in subdivisions 2 and 3 of this subsection. Each member of the board of ethics shall have been a resident of the city for at least one year immediately preceding the date of taking office and shall remain a resident of the city while serving as a member of the board of ethics. No person shall serve as a member of the board of ethics if the person has or has had within the preceding one-year period, any interest in any contract, transaction, or official action of the city.

2.

The mayor and council members shall each designate two qualified citizens to provide a pool of fourteen (14) individuals who have consented to serve as a member of such board of ethics and who will be available for a period of two years to be called upon to serve in the event a board of ethics is appointed.

3.

The city administrator shall maintain a listing of these fourteen (14) qualified citizens. Should the Investigating committee determine a complaint warrants a hearing before the board of ethics, the mayor and council, at the first public meeting after such determination, shall draw names randomly from the listing of qualified citizens until the specified five members of the board of ethics have been appointed. Such board will elect one of its members to serve as chairman.

4.

The members of the board of ethics shall serve without compensation. The governing authority of the city shall provide meeting space for the board of ethics. Subject to budgetary procedures and requirements of the city, the city shaft provide the board of ethics with such supplies and equipment as may be reasonably necessary for it to perform its duties and responsibilities.

8.

The constituted board of ethics shall have the following duties and **powers:**

1.

To establish procedures, rules and regulations governing its internal organization and conduct of its affairs;

2.

To hold a hearing within sixty (60) days after the receipt of complaint. Failure to hold a hearing within the specified time shall result in dismissal of the complaint as to the transaction and shall prevent refilling if a complaint arises in the same incident for at least a period of six months;

3.

To prescribe forms, approved by the city attorney, for the disclosure required in this chapter and to make available to the public information disclosed as provided in this section;

4.

To receive and hear complaints of violations of the standards required by this chapter;

5.

To make such Investigation and response to a complaint as it deems necessary to determine whether any person has violated any provisions of this chapter;

6.

To hold such hearings and make such inquiries **as deemed** necessary to Investigate and rule upon complaints:

7.

To report its findings to the governing authority for such action as the governing authority deems appropriate.

(Ord. 00-05 (part))

2.36.162 Service of complaint-Hearings and disposition of complaints.

The board of ethics as appointed herein set forth shall cause the complaint to be served on the member of the governing authority charged as soon as practicable. Service may be by personal service or by certified mall, return receipt requested. A hearing shall be held within sixty (60) days after filing of the complaint The board of ethics shall conduct the hearing in accordance with the procedures and regulations it establishes, but in all circumstances, the hearing shall include the taking of testimony and the cross-examination of witnesses. The decision of the board of ethics shall be rendered to mayor and council within five days after completion of the hearing.

(Ord. 00-05 (part))

2.36.163 Penalty and member rights.

A.

Any member of the governing authority who knowingly violates any provision of the code of ethics provided in this chapter shall be subject to public reprimand or censure by the goveming authority of the city.

8.

At any hearing held by the board of ethics, the member of the governing authority who is the subject of inquiry shall have the right to written notice of the allegations at least ten (10) business days before a hearing, to be represented by council, to hear and examine the evidence and witness and to present evidence and witnesses in opposition or in extenuation.

(Ord. 00-05 (part))

2.36.164 Appeals.

A.

Any member of the governing authority or the complainant adversely affected by these findings of the board of ethics may obtain judicial review of such decision as provided in this section.

B.

An action for judicial review may be filing an application for a writ of certiorari In the Superior Court of Candler County within thirty (30) days after the decision of the board of ethics. The filing of such application shall act as supersedes.

(Ord. 00-05 (part))

2.36.170 Construal of provisions.

A.

This chapter shall be construed liberally to effectuate the purpose and **policies** provided for in this chapter and tosupplement such existing laws as may relate to the conduct of the persons made subject to this chapter.

B.

To the extent that this chapter governs the conduct or activities of officials or appointed officials the same shall not have retroactive application.

(Ord. 00-05 (part): prior code§ 2-25(17))

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of City of Metter, Georgia, whose address is P.O. Box 74, Metter, GA 30439, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq*. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq*.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the follwoing provisions:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

(e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

____________________ ________________________

Date Signature

APPENDIX C

CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

a) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

b) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

c) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

____

Signature of Authorized Officer or Agent

____

Printed Name of Authorized Officer or Agent

____

Title of Authorized Officer or Agent

____

Date

Form Date - May 10, 2024

APPENDIX D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: City of Metter

Contract No. and Name: IGTIA2700278
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

____
E-Verify / Company Identification Number

____
Signature of Authorized Officer or Agent

____
Date of Authorization

____
Printed Name of Authorized Officer or Agent

____
Title of Authorized Officer or Agent

____
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF ____________________, 20__

____
Notary Public

[NOTARY SEAL]

My Commission Expires: __________________

APPENDIX E

LOCAL GOVERNMENT RESOLUTION
for the following Projects:

1) Lanier St, P.I. 0018474
2) N & S Register St, P.I. 0018475
3) W Lee St, P.I. 0018476
4) Cotton Ave, P.I. 0018477
5) Wallce St, P.I. 0018478
6) Candler St, P.I. 0018479
7) S Terrell St, P.I. 0018480
8) Ruby St, P.I. 0018481
9) Salem Rd, P.I. 0018482
10) McClean St, P.I. 0018483
11) Franklin Dr, P.I. 0018484
12) Addlestone Dr, P.I. 0018485
13) Aline Ave, P.I. 0018486
14) Airport Rd, P.I. 0018487
15) N & S Daughtry St, P.I. 0018488

G C HENDRIX CONSULTING, LLC

245 GREENWOOD DRIVE
METTER, GEORGIA 30439
TELEPHONE NO: 912-531-9022 EMAIL: PCHENDRIX@PINELAND.NET

To: Scott Wood, City Manager
From: Cliff Hendrix
Date: July 9, 2026
Subject: Recommendation of bid for the 2025 CDBG Project

There were 6 bids received for the 2025 CDBG Project on July 7, 2026, at 2:00 PM. The low bid was $1,118,170.00. The Project only has a Construction budget of $991,042.00. The low bid came in at $127,128.00 over budget. Prior to bidding for this project, we cut as much out of the project as we could while still trying to accomplish the main intent of the project and meet DCA requirements.

It is my recommendation and Parker Engineering to award the project to Shockley Plumbing, Inc. in the amount of $1,118,170.00. Shockley has worked for the City of Metter in the past and present and have done good work. The additional $127,128.00 can be taken from the 2024 SPLOST. Use $63,564.00 from Drainage Funds and $63,564.00 from Utilities Improvements.

Shockley Plumbing, Inc, Perkins, GA..$1,118,170.00
Cartee Construction& Utilities, Statesboro, GA..$1,124,630.38
McClendon Enterprise, Inc., Vidalia, GA..$1,269,006.00
Y-Delta, Inc. Statesboro, GA..$1,412,988.78
Griffen Contracting, Inc., Pooler, GA..$1,414,102.00
Popco, Inc., Sylvester, GA...$1,668,735.00

PARKER Engineering

July 8th, 2026

Mr. James McCray, Public Works Director
City of Metter
700 Washington Street
Metter, GA 30439

RE: Letter of Recommendation – 2026 Metter CDBG (PE24246)

Dear Mr. McCray,

As you are aware, bids were received and opened for the above referenced project on July 7th, 2026 at 2 PM. We have checked and tabulated the bids received. We have determined that Shockley Plumbing, Inc. is the low bidder for this project when evaluated on the basis of the base bid amount.

Since the low bidder appears to have adequate experience and technical ability to complete this project, Parker Engineering recommends the project be awarded to **Shockley Plumbing, Inc.** in an amount equal to the base bid amount of **$1,118,170.00**.

We are enclosing one copy of the "Bid Tabulation" for your file. We are also enclosing a copy of the Notice of Award for this project and a sample resolution for your use. Please execute the Notice of Award and return it and the resolution to our office as soon as possible. We will prepare four (4) sets of contract documents and forward them to you when the Contractor has executed the Agreement and delivered all the necessary bonds, insurance, etc.

If you have any questions or need any additional information, please call us.

Sincerely,

Lindsey Bashlor

Lindsey Bashlor, Parker Engineering, LLC

encl: Bid Tabulation, Notice of Award, Resolution

CC: Cliff Hendrix, City of Metter
Katie Jones, ALGA
Wesley Parker, Parker Engineering, LLC

BID TABULATION FOR ALL BIDS
RECEIVED AT 700 Washington Street, Metter, GA 30439
ON July 7th, 2026, at 2 PM

PARKER ENGINEERING, LLC
36 COURTLAND STREET, SUITE B
STATESBORO, GA 30458

PROJECT: City of Metter 2025 Metter CDBG PROJECT NO.: PE24246				BIDDERS: Shockley Plumbing, Inc. 1749 Habersham Church Rd. Perkins, GA 30429		Cartee Construction & Utilites 376 Metts Road Statesboro, GA 30461		McLendon Enterprises, Inc. 2365 Aimwell Road Vidalia, GA 30474		Y-Delta, Inc. 5657 Lakeview Road Statesboro, GA 30461		Griffin Contracting, Inc. 122 Pipemakers Circle Pooler, GA 31322		Popco, Inc. PO Box 526 Sylvester, GA 31791	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ITEM 1 - Drainage Improvements															
a.	1960	LF	Remove Existing Storm Piping	$ 18.00	$ 35,280.00	$ 10.00	$ 19,600.00	$ 12.50	$ 24,500.00	$ 28.24	$ 55,350.40	$ 28.50	$ 55,860.00	$ 35.00	$ 68,600.00
b.	1836	LF	48" ADS-HP Storm Piping	$ 187.00	$ 343,332.00	$ 202.61	$ 371,991.96	$ 208.00	$ 381,888.00	$ 220.47	$ 404,782.92	$ 237.50	$ 436,050.00	$ 250.00	$ 459,000.00
c.	124	LF	48" ADS-HP Storm Piping (Underneath Streets)	$ 212.00	$ 26,288.00	$ 291.14	$ 36,101.36	$ 352.00	$ 43,648.00	$ 439.34	$ 54,478.16	$ 377.50	$ 46,810.00	$ 325.00	$ 40,300.00
d.	20	LF	24" ADS-HP Storm Piping	$ 80.00	$ 1,600.00	$ 80.14	$ 1,602.80	$ 70.00	$ 1,400.00	$ 111.92	$ 2,238.40	$ 99.25	$ 1,985.00	$ 140.00	$ 2,800.00
e.	7	EA	Reconnect Existing Storm Pipe with Collar and up to 20' of new pipe	$ 8,000.00	$ 56,000.00	$ 1,376.75	$ 9,637.25	$ 1,413.00	$ 9,891.00	$ 6,002.76	$ 42,019.32	$ 5,555.00	$ 38,885.00	$ 4,250.00	$ 29,750.00
f.	5	EA	Remove Storm Manhole	$ 2,000.00	$ 10,000.00	$ 750.00	$ 3,750.00	$ 435.00	$ 2,175.00	$ 6,000.00	$ 30,000.00	$ 2,429.00	$ 12,145.00	$ 3,000.00	$ 15,000.00
g.	6	EA	Remove Drop Inlet	$ 2,000.00	$ 12,000.00	$ 750.00	$ 4,500.00	$ 435.00	$ 2,610.00	$ 6,000.00	$ 36,000.00	$ 2,429.00	$ 14,574.00	$ 1,950.00	$ 11,700.00
h.	4	EA	Conflict Manhole (10'-12' Depth)	$ 16,800.00	$ 67,200.00	$ 11,896.17	$ 47,584.68	$ 9,712.00	$ 38,848.00	$ 15,280.66	$ 61,122.64	$ 14,254.00	$ 57,016.00	$ 18,300.00	$ 77,200.00
i.	7	EA	Grate Inlet	$ 14,000.00	$ 98,000.00	$ 9,667.77	$ 67,674.39	$ 8,032.00	$ 56,224.00	$ 11,762.39	$ 82,336.73	$ 7,886.00	$ 55,202.00	$ 8,750.00	$ 61,250.00
j.	2	EA	Hooded Curb Inlet	$ 14,000.00	$ 28,000.00	$ 10,383.93	$ 20,767.86	$ 9,906.00	$ 19,812.00	$ 12,192.66	$ 24,385.32	$ 7,391.00	$ 14,782.00	$ 10,400.00	$ 20,800.00
k.	2	EA	Curb Inlet Type C	$ 14,000.00	$ 28,000.00	$ 11,261.23	$ 22,522.46	$ 11,272.00	$ 22,544.00	$ 12,582.76	$ 25,165.52	$ 10,081.00	$ 20,162.00	$ 8,750.00	$ 17,500.00
l.	1	EA	Curb Inlet Type C Box (8'x5')	$ 18,000.00	$ 18,000.00	$ 13,711.09	$ 13,711.09	$ 16,506.00	$ 16,506.00	$ 14,692.00	$ 14,692.00	$ 18,206.00	$ 18,206.00	$ 23,000.00	$ 23,000.00
m.	3	EA	Roof Inlet	$ 11,000.00	$ 33,000.00	$ 7,006.04	$ 21,018.12	$ 5,571.00	$ 16,713.00	$ 9,734.15	$ 29,202.45	$ 6,648.00	$ 19,944.00	$ 5,000.00	$ 15,000.00
n.	1	LS	6" Headwall with 3' Toewall	$ 5,200.00	$ 5,200.00	$ 9,054.41	$ 9,054.41	$ 9,274.00	$ 9,274.00	$ 15,259.68	$ 15,259.68	$ 6,185.00	$ 6,185.00	$ 3,500.00	$ 3,500.00
o.	435	SY	Remove Asphalt and Replace with 6" Dyed Concrete	$ 140.00	$ 60,900.00	$ 120.00	$ 52,200.00	$ 150.00	$ 65,250.00	$ 229.60	$ 99,876.00	$ 198.00	$ 86,130.00	$ 160.00	$ 69,600.00
p.	25	SY	Remove and Replace 6" Concrete Driveway	$ 140.00	$ 3,500.00	$ 120.00	$ 3,000.00	$ 90.00	$ 2,250.00	$ 229.60	$ 5,740.00	$ 211.00	$ 5,275.00	$ 135.00	$ 3,375.00
q.	25	SY	Remove and Replace 4" Concrete Sidewalk	$ 140.00	$ 3,500.00	$ 100.00	$ 2,500.00	$ 66.00	$ 1,650.00	$ 229.60	$ 5,740.00	$ 173.00	$ 4,325.00	$ 120.00	$ 3,000.00
r.	60	SY	Remove and Replace GAB Driveway	$ 35.00	$ 2,100.00	$ 65.00	$ 3,900.00	$ 48.00	$ 2,880.00	$ 55.80	$ 3,348.00	$ 33.00	$ 1,980.00	$ 80.00	$ 4,800.00
s.	184	LF	Remove and Replace 18" Curb and Gutter (All Phases)	$ 55.00	$ 10,120.00	$ 50.00	$ 9,200.00	$ 28.00	$ 5,152.00	$ 36.00	$ 6,624.00	$ 83.00	$ 15,272.00	$ 65.00	$ 11,960.00
t.	1	LS	Temporary and Permanent Grassing (All Phases)	$ 6,000.00	$ 6,000.00	$ 12,000.00	$ 12,000.00	$ 8,000.00	$ 8,000.00	$ 2,000.00	$ 2,000.00	$ 9,325.00	$ 9,325.00	$ 15,000.00	$ 15,000.00
u.	1	LS	Grading Complete (All Phases)	$ 24,500.00	$ 24,500.00	$ 55,000.00	$ 55,000.00	$ 168,928.00	$ 168,928.00	$ 30,860.00	$ 30,860.00	$ 79,921.00	$ 79,921.00	$ 65,000.00	$ 65,000.00
v.	1	LS	Traffic Control (All Phases)	$ 2,000.00	$ 2,000.00	$ 10,000.00	$ 10,000.00	$ 21,154.00	$ 21,154.00	$ 2,000.00	$ 2,000.00	$ 40,577.00	$ 40,577.00	$ 25,000.00	$ 25,000.00
w.	1	LS	Erosion Control (All Phases)	$ 1,000.00	$ 1,000.00	$ 7,500.00	$ 7,500.00	$ 13,784.00	$ 13,784.00	$ 2,000.00	$ 2,000.00	$ 1.00	$ 1.00	$ 18,000.00	$ 18,000.00
x.	1	LS	As-Built Survey (All Phases)	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 38,838.00	$ 38,838.00	$ 750.00	$ 750.00	$ 11,990.00	$ 11,990.00	$ 15,000.00	$ 15,000.00
y.	14	EA	SD2-P, Inlet Protection	$ 400.00	$ 5,600.00	$ 250.00	$ 3,500.00	$ 235.00	$ 3,290.00	$ 219.40	$ 3,071.60	$ 500.00	$ 7,000.00	$ 850.00	$ 11,900.00
z.	7	EA	SD2-F, Inlet Protection	$ 400.00	$ 2,800.00	$ 350.00	$ 2,450.00	$ 137.00	$ 959.00	$ 50.92	$ 356.44	$ 153.00	$ 1,071.00	$ 850.00	$ 5,950.00
aa.	200	LF	Non-Sensitive Silt Fence	$ 3.00	$ 600.00	$ 8.00	$ 1,600.00	$ 3.40	$ 680.00	$ 6.54	$ 1,308.00	$ 4.50	$ 900.00	$ 8.00	$ 1,600.00
bb.	70	SY	Rip-Rap, Type 3	$ 55.00	$ 3,850.00	$ 40.00	$ 2,800.00	$ 111.00	$ 7,770.00	$ 70.36	$ 4,925.20	$ 212.00	$ 14,840.00	$ 175.00	$ 12,250.00
cc.	1	LS	Clearing and Tree Removal	$ 7,000.00	$ 7,000.00	$ 15,000.00	$ 15,000.00	$ 28,103.00	$ 28,103.00	$ 5,000.00	$ 5,000.00	$ 16,690.00	$ 16,690.00	$ 18,000.00	$ 18,000.00
ITEM 4 - Sewer Improvements															
a.	1140	LF	Clean and Deroot	$ 3.00	$ 3,420.00	$ 3.45	$ 3,933.00	$ 3.00	$ 3,420.00	$ 4.84	$ 5,517.60	$ 22.00	$ 25,080.00	$ 8.50	$ 9,690.00
b.	1140	LF	Pre-TV Inspection	$ 3.00	$ 3,420.00	$ 3.45	$ 3,933.00	$ 3.00	$ 3,420.00	$ 3.63	$ 4,138.20	$ 8.80	$ 10,032.00	$ 4.00	$ 4,560.00
c.	1140	LF	Pipe Burst 10" Clay to 10" HDPE	$ 82.00	$ 93,480.00	$ 102.80	$ 117,192.00	$ 92.00	$ 104,880.00	$ 111.93	$ 127,600.20	$ 88.00	$ 100,320.00	$ 225.00	$ 256,500.00
d.	1140	LF	Post-TV Inspection	$ 3.00	$ 3,420.00	$ 3.45	$ 3,933.00	$ 3.00	$ 3,420.00	$ 3.03	$ 3,454.20	$ 8.80	$ 10,032.00	$ 3.75	$ 4,275.00
e.	1390	LF	4" PVC Sewer Lateral	$ 34.00	$ 47,260.00	$ 43.70	$ 60,743.00	$ 38.00	$ 52,820.00	$ 29.65	$ 41,213.50	$ 71.50	$ 99,385.00	$ 60.00	$ 83,400.00
f.	36	VF	Manhole Rehabilitation	$ 200.00	$ 7,200.00	$ 258.75	$ 9,315.00	$ 225.00	$ 8,100.00	$ 453.75	$ 16,335.00	$ 330.00	$ 11,880.00	$ 350.00	$ 12,600.00
g.	17	EA	Reconnect Service	$ 2,200.00	$ 37,400.00	$ 2,890.00	$ 49,130.00	$ 2,600.00	$ 44,200.00	$ 3,872.00	$ 65,824.00	$ 990.00	$ 16,830.00	$ 2,375.00	$ 40,375.00
h.	32	EA	Cleanout	$ 400.00	$ 12,800.00	$ 575.00	$ 18,400.00	$ 500.00	$ 16,000.00	$ 1,028.50	$ 32,912.00	$ 220.00	$ 7,040.00	$ 1,250.00	$ 40,000.00
i.	2	EA	Point Repairs	$ 2,500.00	$ 5,000.00	$ 3,680.00	$ 7,360.00	$ 3,200.00	$ 6,400.00	$ 7,411.25	$ 14,822.50	$ 8,800.00	$ 17,600.00	$ 15,000.00	$ 30,000.00
j.	150	CY	Clean Sand Backfill	$ 20.00	$ 3,000.00	$ 34.50	$ 5,175.00	$ 17.50	$ 2,625.00	$ 125.24	$ 18,786.00	$ 48.00	$ 7,200.00	$ 175.00	$ 26,250.00
k.	150	CY	#57 Stone	$ 36.00	$ 5,400.00	$ 69.00	$ 10,350.00	$ 60.00	$ 9,000.00	$ 211.75	$ 31,762.50	$ 104.00	$ 15,600.00	$ 130.00	$ 19,500.00
TOTAL BASE BID				$	1,118,170.00	$	1,124,630.38	$	1,269,006.00	$	1,412,998.48	$	1,414,102.00	$	1,652,985.00
BID TOTAL SUPPLIED BY CONTRACTOR				$	1,118,170.00	$	1,124,630.38	$	1,269,006.00	$	1,412,988.78	$	1,414,102.00	$	1,668,735.00

*Contractor errors are in red.

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on July 7th, 2026 at 2PM.

Lindsey Bashlor

Lindsey Bashlor, Parker Engineering, LLC

Brian P. Kemp
Governor

Christopher Nunn
Commissioner

GEORGIA DEPARTMENT
of COMMUNITY AFFAIRS

July 8, 2026

The Honorable Chyrileen Kilcrease
Mayor Pro Tem, City of Metter
1749 Habersham Church Road
Metter, Georgia 30429

Re: CDBG 25p-x-021-2-6800
Contractor Clearance

Dear Mayor Pro Tem Kilcrease:

This is to acknowledge that on July 8, 2026, the Department of Community Affairs verified that "Shockley Plumbing, Inc." did not appear on the most recent US General Services Administration's "List of Parties excluded from Federal Procurement and Non-procurement Programs." Please note that this clearance does not mean the DCA is "approving" this contractor.

It is important to keep a copy of this letter in your Federal Labor Standards file for monitoring by DCA. Please note also that a "Notice of Contract Action" should be submitted to DCA whenever a public facility contract is awarded, or construction is initiated.

Sincerely,

Shelli Lockwood

Shelli Lockwood
CDBG Federal Compliance and Reporting Specialist
Office of Community Development

Cc: Katie Jones, ALGA, Inc.
Cindy Alligood, DCA

G C HENDRIX CONSULTING, LLC

245 GREENWOOD DRIVE

METTER, GEORGIA 30439

TELEPHONE NO: 912-531-9022 EMAIL: PCHENDRIX@PINELAND.NET

To: Scott Wood, City Manager
From: Cliff Hendrix
Date: July 9, 2026

Re: City of Metter
Bridge Repair at Industrial Park

We have four quotes for the wooden bridge repair at the Metter Industrial Park Walking Trail. See listed below. The low estimate is from a company in Guyton, who we are not familiar with. Holloway Construction has done work for the city in the past.

1. DC Exteriors, Guyton, GA..........$22,200.00
2. Holloway Construction, Metter, GA..........$25,395.00
3. William Bird Construction, LLC, Metter, GA..........$37,950.00
4. Mill Creek Construction, Statesboro, GA..........$55,000.00

DC Exteriors

ESTIMATE

301 Saranac Way
Guyton, Ga 31312
(912)656-0186

DC EXTERIORS
912-656-0186

Bill To

Metter walkway behind pond

Estimate Date 06/12/2026

DESCRIPTION	AMOUNT
Remove existing wooden walkway path on back left of pond (Approx 100') Install new 6x6x8 posts on 8' centers with 4000 psi, 80lb concrete per post Install new 2x8x16 joists spaced 3 wide and screwed off to posts with 2 galvanized carriage bolts thru-bolted per post Double band outside joists Install galvanized joist hangars every where possible Install new 5/4x6 decking screwed down with 3" treated wood approved screws Keep the same layout as the existing walkway Clean up and dispose of all debris All wood is pressure treated All screws are exterior, treated wood approved All hangars and carriage bolt hardware is galvanized	22,200.00

TOTAL **$22,200.00**

Terms & Conditions

Price is only good for 30 days due to price changes. Half of payment is due upfront for material. Remaining payment is due upon completion. All work is backed by a 3 year warranty.

Holloway Construction

17540 Union Rd
Metter, Georgia, 30439
+19126872504

PARADISE LAKE BRIDGE

Date
May 18, 2026

Bill To
Cliff Hendrix
Metter, GA
chendrix@cityofmetterga.gov

Estimate
ES-10024

#	Item	Qty	Unit	Unit Price	Total
1	**Estimate**			**$25,395.00**	**$25,395.00**
1.1	**Materials and Labor** Remove and Replace 6'x140' bridge with 8'x140' bridge • 2x8 Joist/stringers on 16" center • 6x6 Post every 8' with 80lb quikrete • 5/4x6" Decking Board • All hardware and bracing included **Paint/stain & Rails NOT included*	1		$25,395.00	$25,395.00

Subtotal	$25,395.00
Tax	$0.00
Total	**$25,395.00**
Amount Paid	$0.00
Balance Due	**$25,395.00**

William Bird Construction LLC
6929 Brown Road, Metter, GA 30439
912-690-2007
williambuilds@hotmail.com

Proposal for the Paradise Lake walkway
June 11, 2026

Requested By:
City of Metter
49 South Rountree St.
Metter, GA 30439

Project & Address
Paradise Lake Walkway Demo & Reconstruction of Approximately 100 '
West Lytell St, Metter, GA 30439

Scope of Work
The scope of work for the demolition and reconstruction needed at the project address listed above has been assessed and the area requiring attention will be started by removing the existing dilapidated bridge first. Then clean up any natural debris that has fallen in the work the area. Once that has been completed then the area will be graded ready to accept the new bridge framing and will be constructed using the material types listed below.

We will use premium materials and follow industry best practices to complete the project efficiently. Upon completion, a final inspection will be conducted to confirm that all work meets the expectations of the City of Metter and our quality standards.

Materials to be used in the construction of the new bridge:

A. **All Treated Materials**
6 x 6 post
2 x 8 Joist
5/4 x 6 decking board

B. **Fasteners & Hangers**
Galvanized joist hangers
Galvanized carriage bolts
3" Deck screws

C. Concrete

80 lb bags of rock mix – 4000psi

Total Cost

The total cost, including all materials, equipment and labor, **$37,950.00**

Estimated Project Timeline

If awarded, project repairs will start within 30 days and will be completed in a timely manner with weather days taken into consideration.

Warranty

All workmanship will be covered for the period of 5 years with the products being used will be covered by a warranty of their own.

Sub-Contractor Identification

Any sub-contractor working on this project will be working for, alongside and at the direction of William Bird Construction LLC to complete this project.

Payment Schedule

60% Deposit when work commences

40% At completion

If awarded, I look forward to working with the City of Metter to complete the project.

Thank You for the opportunity and the consideration,

William Bird

William Bird

6/11/26

Date

MILL CREEK CONSTRUCTION
SITE WORK • PAVING • CONSTRUCTION

Paradise Lake Walkway Proposal

Please use this letter as a proposal for the wood walkway to construct and connect both paved walking trails at Paradise Lake. The distance for the wood walking portion is approximately 100+/- ft.

Using the following specifications to complete this build:

1.) Demolish and remove all existing walkways and grade area to receive new wood walkway.
2.) All wood used will be pressure treated.
3.) Post to be 6X6 P.T. post to be filled with 80lb. bags of sakrete.
4.) All stringers to be 2X8
5.) Decking boards to be 5/4X6"
6.) Fasteners to be:
    - 6x6 bolted by 1/2x10" carriage bolts with nuts and washers to stringers.
    - 3" coated screws for stringers
    - 2&1/2" coated screws for deck boards

This proposal includes all labor, material, and fasteners to complete the above-described wood walkway. Cost for the work as described will be **$55,000.00**, fifty thousand dollars and no/100.

Thank you for the opportunity to present this proposal and we look forward to hearing from you on this project.

Mill Creek Construction Company

Matthew Woodrum

enterprise
FLEET MANAGEMENT

Group: 1Z

Customer Number: 623397

Memorandum

To: *Adam Harsy*

From: *Brendon Ross*

Date: *June 5, 2026*

Subject: *Conversion of Operating Leases to Capital Leases for FASB Statement Purposes*

This is to inform you that Group 1Z has issued the amendment to paragraph 3(c) of the Master Terms and Conditions to convert the lease between Enterprise FM Trust and **City of Metter** from an operating lease to a capital lease for FASB statement purposes. This amendment applies to any vehicle now leased or to be leased in the future.

Thanks,

6/5/2026

X Brendon Ross

Brendon Ross
Vice President
Signed by: Lee, Lindsay A

attachment

enterprise

FLEET MANAGEMENT

Amendment made as of the 5th day of June, 2026 between Enterprise FM Trust ("Lessor") and **City of Metter** ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

1. In consideration of the continued leasing of vehicles by Lessee from Lessor, Lessor hereby amends the provisions of the Lease(s) in the following respects, for vehicles presently under lease as well as for vehicles to be subsequently leased:

   Paragraph 3(c) of the Master Equity Lease Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

   (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

2. Except as hereby amended, the Lease shall remain in full force and effect as originally written or heretofore amended.

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

6/5/2026

X Brendon Ross

Brendon Ross
Vice President
Signed by: Lee, Lindsay A

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _______ day of _____________________, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	**Coverage**
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage Per Accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accident - Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: ______________________________

Signature: ______________________________

By: ______________________________

Title: ______________________________

Address: ______________________________

____

____

Date Signed: ______________________, __________

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: ______________________________

By: ______________________________

Title: ______________________________

Address: ______________________________

____

____

Date Signed: ______________________, __________

Initials: EFM________ Customer________

enterprise

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the ______ day of ____________________, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and ____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding $125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of
a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee ofthe Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination ofthis Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number andidentify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM________ Company________

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement $6.00 per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY:	______________________	EFM:	Enterprise Fleet Management, Inc.
Signature:	______________________	Signature:	______________________
By:	______________________	By:	______________________
Title:	______________________	Title:	______________________
Address:	______________________ ______________________ ______________________	Address:	______________________ ______________________ ______________________
Date Signed:	______________, ________	Date Signed:	______________, ________

Initials: EFM________ Company________

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and ____________________ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of ____________, _________ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $400.00 or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"		"CUSTOMER"	
Signature:	______________________	Signature:	______________________
Printed Name:	______________________	Printed Name:	______________________
Title:	______________________	Title:	______________________
Date Signed:	______________, ________	Date Signed:	______________, ________

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and ______________________ (hereinafter referred to as "CUSTOMER") on this _____ day of ____________, __________ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of ______________________________.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $400.00 ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"		"CUSTOMER"	
Signature:	____________________	Signature:	____________________
Printed Name:	____________________	Printed Name:	____________________
Title:	____________________	Title:	____________________
Date Signed:	______________, ______	Date Signed:	______________, ______

enterprise
FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name ______________________ Credit Applicant ______________________ Year Business Started ______

Street Address ______________________ City ______________________ State ________ Zip ________

E-mail ______________________ Phone # ______________________ Fax # ______________________

Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: ______________________

Type of Business ______________________ Duns Number ______________________

Parent Company or Affiliates(Name & Address): ______________________

PRIMARY CONTACT INFORMATION

Name ______________________ E-mail ______________________ Phone # ______________________

Fleet Manager Address ______________________

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No

Accountant Name ______________________ Email Address ______________________ Phone # ______________________

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal

Published Annual Reports ☐ Yes ☐ No

Income Tax Returns (3 years) ☐ Yes ☐ No

Other Items Included: ______________________

Federal ID Number: ______________________

Fiscal Year End (Month): ______________________

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	**Phone #**	**E-Mail Address**	**Acct #**	**# of Vehicles**
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company ______________________ Agent ______________________ Policy # ______________________ Exp. Date ______________________

Street Address ______________________ City ______________________ State ________ Zip ________

Phone # ______________________ Fax # ______________________

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name ______________________________ FEIN______________________

Street Address ______________________ City______________________ State __________ Zip __________

Contact Name______________________ Phone #______________________ Fax # ______________________

Email Address ____

BANK INFORMATION

Bank Name ______________________________ Checking Account Only ______________________

Street Address ______________________ City______________________ State __________ Zip __________

Bank Contact Name______________________ Phone #______________________ Fax # ______________________

ABA / Routing Number: ______________________ Account Number: ______________________

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a $25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed ______________________________ (Title) for ______________________________ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title

Bond Rating: ________________ Rating Agency: ________________ Federal ID#: ________________

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

____
Print Name

____
Title

____
Signature

____
Company Name

____
Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

enterprise
FLEET MANAGEMENT

COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of ________________, 20___, by and between Enterprise Fleet Management, Inc. ("EFM"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "Party," and collectively, the "Parties."

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "Services," with each of the Services sometimes being individually referred to herein as a "Service") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

1. COVERED VEHICLES: Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "Covered Vehicle," and collectively the "Covered Vehicles"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "Schedule," and collectively the "Schedules") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.

2. TERM AND TERMINATION: The term of this Agreement (the "Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. ADDITIONAL DOCUMENTATION: Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/ or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.

4. COVERED VEHICLE FEE: EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a monthly fee, plus a one time set-up fee per Covered Vehicle.

5. PAYMENT TERMS: Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.

6. BILLING: All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.

7. VARIOUS COSTS, EXPENSES, FEES, AND CHARGES. The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.

8. LICENSE ADMINISTRATION PROGRAM:

(a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

(b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

(c) The services described in this Section are collectively referred to as the "License Administration Program."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed one hundred twenty-five dollars ($125.00) the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding one hundred twenty-five dollars ($125.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month. The Company agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

10. MAINTENANCE MANAGEMENT PROGRAM: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agrèement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

(c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed one hundred twenty-five dollars ($125.00), or such other amount as may be established by EFM, in its sole discretion. from time o time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices").

(d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars ($125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a vehicle risk management agreement must be on file with EFM for the Company.

(e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

(f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

11. ODOMETER: Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

12. INSURANCE: During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

13. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

14. NOTICES: All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this

Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

15. MISCELLANEOUS:

(a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.

(b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

(c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.

(d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

(e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.

(g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.

(h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.

(i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.

(j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

(a) NONE OF EFM, ITS AGENTS, OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.

(b) IN NO EVENT SHALL EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'SRESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBIRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

(a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and assigns (collectively, the "Indemnified Parties" with each being an "Indemnified Party") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she are is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part ofthis Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to the provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

21. REPRESENTATIONS AND WARRANTIES:

(a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

(b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of

this Agreement.

(c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

(e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM________ Company________

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

COMPANY:	______________________	EFM:	Enterprise Fleet Management, Inc.
Signature:	______________________	Signature:	______________________
Name:	______________________	Name:	______________________
Title:	______________________	Title:	______________________
Address:	______________________	Address:	______________________
	______________________		______________________
	______________________		______________________

enterprise

FLEET MANAGEMENT

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this ______ day of ____________, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and ____ ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the ______ day of __________, 20__, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE:	______________________	EFM:	Enterprise Fleet Management, Inc.
Signature:	______________________	Signature:	______________________
By:	______________________	By:	______________________
Title:	______________________	Title:	______________________
Address:	______________________	Address:	______________________
	______________________		______________________
	______________________		______________________
Date Signed:	______________, ________	Date Signed:	______________, ________

Initials: EFM________ Lessee________

Angie Conner

From: Teresa Concannon
Sent: Monday, July 6, 2026 6:08 PM
To: Angie Conner
Cc: Jackie Sakil
Subject: July City Council meeting
Attachments: Monthly City Council Meeting Report_June-July 2026.pdf; 03.24.26 Zoning Application (037 021).pdf; 03.24.26 Zoning Application (037 022).pdf

Here is my department report.

I put an out-of-office response on my email and directed people to you (sorry!).

I have the following items for the July meeting agenda. We are waiting for the variance application – ask Jackie for an update. The rezoning apps are attached. I have sent the zoning/annexation info to Brent, and asked him to start the process and send the letter to the county and prepare the ad. The planning commission meeting for this items will be on **August 3**. Email me with any questions.

New Business

1- Consideration of a motion to set a public hearing, August 10, 2026, for public comment on a request by Zachary Daniel for a Variance from Article V. Zoning District Schedules, minimum setback requirements, of the City of Metter Zoning Ordinance for the property at 625 S. Kennedy Street (map and parcel# M35 085).

2- Consideration of a motion to set a public hearing, August 10, 2026, for public comment on a request by Matthew & Evangelina Moghaddam for annexation and zoning to HOC Highway Oriented Commercial of a 46.76-acre property located on Fortner Road west of Crabby Lane, across from the mini storage (map and parcel# 037 021).

3- Consideration of a motion to set a public hearing, August 10, 2026, for public comment on a request by Matthew & Evangelina Moghaddam for annexation and zoning to L-1 Light Industrial of a 54-acre property located at 5801 Leslie Road, east of Webb Circle (map and parcel# 037 022).

Teresa Concannon, AICP
Planning Director at City of Metter
Phone: 912-685-2527 (Office)
912-426-1916 (Cell)
Email: tconcannon@cityofmetterga.gov
25 South Terrell Street, Metter, GA 30439

Please download the form and open it with **ADOBE READER** in order to submit it via email! An active email account is required.

CITY OF METTER
APPLICATION FOR AMENDMENT TO THE METTER ZONING ORDINANCE
PURSUANT TO SECTION 13.02

A. Applicant Name: Matthew & Evangelina Moghaddam

Applicant Phone Number: (912) 426-1848

Applicant Email Address: eva@eg20.us

Applicant Address: 305 Chartwell Dr., Jonesboro, GA 30236

Representative of Applicant (if corporation or other business): Christopher Gohagan, Esq.

Taulbee Rushing, 12 Siebald Street, Statesboro, GA 30458, (912) 764-9055, cgohagan@taulbeerushing.com

Interested persons in application and their respective interest: ____________________

B. Extent of area to be re-zoned (Specify streets bounding and intersecting the area, a plan showing the extent of the area to be re-zoned, the land use, and the classification of abutting districts. Attach photographs of the area to be re-zoned and the abutting areas).

46.76 acres known as 990 Fortner Road and designated as Parcel No. 037 021.

See attached site plan.

C. Statement of circumstances in the proposed district to be re-zoned and the abutting districts and any other factors on which the applicant relies as reasons for supporting the proposed rezoning. (The applicant's statement should address issues identified in the cities adopted: "Standards for Zoning Decisions," copy attached).

Applicants seek annexation and rezoning of Parcel No. 037 021 to Highway Oriented Commercial (HOC) for future development, including retail, hotel, dining and warehouse opportunities. The proposed zoning is consistent with neighboring properties zoned LI or HOC and the Metter /Candler County Industrial character area identified by the 2022 Comprehensive Plan. The proposed design meets all requirements of the City of Metter Zoning Ordinance, including the dimensional requirements for HOC.

D. Approximate time schedule for the beginning and completion of the development in the area: Applicants anticipate that construction will begin in 2027 with an expected completion date in 2029.

E. Attach hereto a site plan to scale, indicating the locations of all structures, their uses, and areas for all off-street parking and loading.

F. Survey plat drawn to scale, showing north arrow, land lot and district, the dimensions, acreage and location of the tract, and existing and intermediate regional floodplains and structures.

G. If the request is for a PUD (Planned Unit Development) a Site Plan and Property Analysis is required with application.

H. Submit a copy of recorded covenants and restrictions, if applicable.

I. Submit a copy of the Tax Property Record Card for the parcel from the Tax Assessor's Office.

J. A list of any zoning conditions proposed by the applicant.

K. Any prior zoning request on this property? X No ____ Yes

L. A Traffic Impact Analysis (TIA) is required to be submitted on all Single-Family/Multi-Family Developments based on the following threshold: (Housing-70 housing units) and may be required in Commercial and Industrial Developments. Please submit a TIA if specified during the pre-application meeting.

______________________________ ______________

Applicant Signature Date

This application will not be processed unless the above items are submitted with it:

1. Zoning Amendments:
   a. Single-Family/Residential Districts $250.00
   b. Multi-Family Districts $350.00 plus $2.00 per acre
   c. Commercial and Industrial Districts $400.00 plus $2.00 per acre

Multi-Family defined as: (townhouses, duplexes, apartments, and PUD developments)

****

TO BE COMPLETED BY CITY HALL

______________________________ Date Fee Paid

______________________________ Amount Paid

______________________________ Collected by (Signature)

ADMINISTRATIVE REVIEW

______________________________ Zoning Administrator Review and Signature

______________________________ Date

Date Planning Commission Meeting Advertised: ______________________________

Date Planning Commission Meeting Held: ______________________________

Decision of Planning Commission and Reason:

____

____

____

____

____

____

Signed: ______________________________
Chairman of Board

____
Clerk

Date Public Hearing Advertised: ______________________________

Date Public Hearing Held: ______________________________

Date City Council Meeting Held: ______________________________

Decision of Mayor and City Council and Reason:

____

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____

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____

____

______________________________ ______________

Mayor's Signature Date

______________________________ ______________

City Clerk's Signature Date

(Rev.11/25)

Please download the form and open it with **ADOBE READER** in order to submit it via email! An active email account is required.

CITY OF METTER
APPLICATION FOR AMENDMENT TO THE METTER ZONING ORDINANCE PURSUANT TO SECTION 13.02

A. Applicant Name: Matthew & Evangelina Moghaddam

Applicant Phone Number: (912) 426-1848

Applicant Email Address: eva@eg20.us

Applicant Address: 305 Chartwell Dr., Jonesboro, GA 30236

Representative of Applicant (if corporation or other business): Christopher Gohagan, Esq.

Taulbee Rushing, 12 Siebald Street, Statesboro, GA 30458, (912) 764-9055, cgohagan@taulbeerushing.com

Interested persons in application and their respective interest: Carson & Kelli Fortner

Carson and Kelli fortner own a fee simple interest in the subject property, known as 5801 Leslie Road and designated as Parcel No. 037 022. Applicants are under contract to purchase said parcel upon successful annexation and rezoning.

B. Extent of area to be re-zoned (Specify streets bounding and intersecting the area, a plan showing the extent of the area to be re-zoned, the land use, and the classification of abutting districts. Attach photographs of the area to be re-zoned and the abutting areas).

54.00 acres known as 5801 Leslie Road and designated as Parcel No. 037 022

See attached site plan.

C. Statement of circumstances in the proposed district to be re-zoned and the abutting districts and any other factors on which the applicant relies as reasons for supporting the proposed rezoning. (The applicant's statement should address issues identified in the cities adopted: "Standards for Zoning Decisions," copy attached).

Applicants seek annexation and rezoning of Parcel No. 037 022 to Light Industrial (LI) for future development of two additional parcels to be included in the Metter I-16 Industrial Park. The proposed zoning is consistent with neighboring properties zoned LI and the Metter/Candler County Industrial character area. The proposed design meets all requirements of the City of Metter Zoning ordinance, including the dimensional requirements for LI.

D. Approximate time schedule for the beginning and completion of the development in the area: Applicants anticipate that construction will begin in 2027 with an expected completion date in 2029.

E. Attach hereto a site plan to scale, indicating the locations of all structures, their uses, and areas for all off-street parking and loading.

F. Survey plat drawn to scale, showing north arrow, land lot and district, the dimensions, acreage and location of the tract, and existing and intermediate regional floodplains and structures.

G. If the request is for a PUD (Planned Unit Development) a Site Plan and Property Analysis is required with application.

H. Submit a copy of recorded covenants and restrictions, if applicable.

I. Submit a copy of the Tax Property Record Card for the parcel from the Tax Assessor's Office.

J. A list of any zoning conditions proposed by the applicant.

K. Any prior zoning request on this property? __X__ No ______ Yes

L. A Traffic Impact Analysis (TIA) is required to be submitted on all Single-Family/Multi-Family Developments based on the following threshold: (Housing-70 housing units) and may be required in Commercial and Industrial Developments. Please submit a TIA if specified during the pre-application meeting.

____
Applicant Signature

____
Date

This application will not be processed unless the above items are submitted with it:

1. Zoning Amendments:
    a. Single-Family/Residential Districts — $250.00
    b. Multi-Family Districts — $350.00 plus $2.00 per acre
    c. Commercial and Industrial Districts — $400.00 plus $2.00 per acre

Multi-Family defined as: (townhouses, duplexes, apartments, and PUD developments)

****

TO BE COMPLETED BY CITY HALL

______________________________ ______________________________

Date Fee Paid Amount Paid

____

Collected by (Signature)

ADMINISTRATIVE REVIEW

______________________________ ______________

Zoning Administrator Review and Signature Date

Date Planning Commission Meeting Advertised: ______________________________

Date Planning Commission Meeting Held: ______________________________

Decision of Planning Commission and Reason:

____

____

____

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Signed:______________________________

Chairman of Board

____

Clerk

Date Public Hearing Advertised: ______________________________

Date Public Hearing Held: ______________________________

Date City Council Meeting Held: ______________________________

Decision of Mayor and City Council and Reason:

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______________________________ ______________

Mayor's Signature Date

______________________________ ______________

City Clerk's Signature Date

(Rev.11/25)

via email! An active email account is required.

CITY OF METTER, GEORGIA
APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION 06/17/2026 NEW ✓ RENEWAL ______

TYPE OF BUSINESS TO BE OPERATED FOR:

Circle/Check all that apply:

(1) *Retail licenses:*

(a) **Package sales for:**

1. **off premise consumption of beer and wine:** $ 400.00 ☑
2. **on premise consumption of beer and wine:** $ 400.00 ☐

(b) **Pouring license for on premise consumption of distilled spirits by the drink:** $2,000.00 ☐

(c) **Package sales for off premise consumption of distilled spirits:** $2,000.00 ☐

APPLICANT'S FULL NAME Snehal Dhroovkumar Patel

BUSINESS NAME Kedar 2026 LLC

DBA Minit Mart #1

BUSINESS ADDRESS 504 S.E. Broad Street, Metter, GA 30439

BUSINESS MAILING ADDRESS ______

BUSINESS EMAIL ADDRESS ______

BUSINESS TELEPHONE # ______

APPLICANT'S HOME ADDRES ______

APPLICANT'S HOME PHONE # ______

APPLICANT'S AGE ______ DATE OF BIRTH ______ SS ______

HAVE YOU EVER BEEN ARRESTED FOR ANYTHING OTHER THAN A TRAFFIC VIOLATION?

______ YES ✓ NO

IS THE APPLICANT THE OWNER OF THE BUSINESS? ✓ YES ______ NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS? ______

IS THIS BUSINESS A: PARTNERSHIP ☐ CORPORATION ☐ LLC ☑

HOW MANY PARTNERS, SHAREHOLDERS, ETC. ARE INVOLVED IN THE BUSINESS? ______

PLEASE LIST THE PARTNERS BELOW:

______ ______

______ ______

I UNDERSTAND THAT ANY PARTNER INVOLVED MUST COMPLETE AN APPLICATION AND IT IS MY RESPONSIBILITY TO INSURE THIS IS DONE.

______ 06/17/2026

APPLICANT'S SIGNATURE **DATE**

AN ORDINANCE AMENDING TITLE 1, CHAPTER 1.16, SECTION 1.16.010
SCHEDULE OF FINES
THE METTER MUNICIPAL CODE

THAT WHEREAS, the City of Metter is duly authorized to operate a police department within its jurisdictional limits to enforce violations of the provisions of its Municipal Code and Rules governing the regulation of motor vehicles as set forth in the Official Code of Georgia; and

WHEREAS, the City of Metter employs personnel to administer and enforce violations thereof through the City's Municipal Court; and

WHEREAS, in order to assist in the financing of these operations and to deter the violations contemplated hereby, the City imposes various fines, fees, charges, and/or penalties; and

WHEREAS, the Mayor and Council have established a Schedule of Fines as part of the City of Metter Municipal Code; and

WHEREAS, the Mayor and Council find it in the best interest of the health, safety, morals, and welfare of the public and the citizenry of Metter to clarify and modify the fines for certain infractions and violations; and

WHEREAS, the Mayor and Council have reviewed the recommended increases in fines as proposed by the Chief of Police and the City Manager;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Metter, Georgia that Title 1, Chapter 1.16, Section 1.16.010 of the Municipal Code of the City of Metter, Georgia is hereby amended to read as follows:

Section 1. Fines and fees of **Section 1.16.010 "Schedule of Fines"** shall be amended as outlined in "Attachment A: Recommended Fines."

Section 2. Except as amended herein, Section 1.16.010 shall otherwise remain unchanged and in full force and effect.

Section 3. This Ordinance shall be and remain in full force and effect from and after its date of adoption on two separate readings.

First Reading:
Second Reading:

CITY OF METTER, GEORGA.

BY:

Rashida Taylor, Mayor

Chyrileen Kilcrease, Council Member

Victoria Gaitten, Council Member

Gregory Thomas, Council Member

Tara Tremblay, Council Member

ATTEST:

Angie O. Conner, City Clerk

Attachment A: Recommended Fines

City ordinance

10.22.010- designated truck route

$150.00

5.08.360- brown bagging prohibited

1st- $75.00

2nd- 150.00

3rd- $200.00

6.04.100 -legal number of dogs

$100.00 per dog over limit

State

40-6-294a- bicycles to be ridden on the right side of the roadway

$50.00

Angie Conner

From:	Bill WEBB <BillW@ckhgroup.com>
Sent:	Thursday, July 9, 2026 1:26 PM
To:	Missy Edenfield; Angie Conner
Cc:	Brian CAGLE; Roger NIXON
Subject:	RE: FY26 Audit Proposal
Attachments:	City of Metter GA_Audit Services Quote_26.07.09.pdf

Hi Angie and Missy,

Thank you for the opportunity to propose on the City of Metter's audit. Attached is CKH's three-year fee quotation for the fiscal years ending June 30, 2026, 2027, and 2028, for presentation to council on Monday.

A few highlights for the council's review:

- Fees are fixed and not-to-exceed for all three years: $35,000 / $36,000 / $37,000, with no hourly billing.
- Preparation of the City's annual Report of Local Government Finances (RLGF) is included at no additional charge, and our scope includes restoring the Management's Discussion and Analysis to the City's financial report.
- Single Audit services, when federal expenditures require them, are separately stated at $3,000 per year so the City pays that component only in years it applies.
- Our delivery commitment is built around the 180-day statutory submission deadline under O.C.G.A. § 36-81-7.

The quote is valid for 30 days, and the signature page at the end serves as acceptance.

Please let us know if we can answer any questions between now and next week. Talk to you soon.

Best,

Bill P. Webb, MBA – Director of Operations
Book a meeting with me below:
15-Minutes | 30-Minutes | 60-Minutes
Connect with me on LinkedIn

CKH GROUP
www.ckhgroup.com
O: +1(770) 495-9077
C: +1(423) 902-1053
5 Concourse Parkway Ste #2800
Atlanta, GA 30328

From: Roger NIXON <RogerN@ckhgroup.com>
Sent: Wednesday, July 8, 2026 1:57 PM
To: Bill WEBB <BillW@ckhgroup.com>; medenfield@cityofmetterga.gov
Cc: aconner@cityofmetterga.gov; Brian CAGLE <BrianC@ckhgroup.com>
Subject: FW: FY26 Audit Proposal

Thanks again Missy. Good to catch up today ma'am.

Bill,
Please send Missy and Angie copied on this email a 3-year quote. They need to have this to present to council on Monday. If you can get it to her by Thursday evening that would be ideal. Thanks.

Roger

From: Missy Edenfield <medenfield@cityofmetterga.gov>
Sent: Wednesday, July 8, 2026 1:28 PM
To: Brian CAGLE <BrianC@ckhgroup.com>; Roger NIXON <RogerN@ckhgroup.com>
Cc: Angie Conner <aconner@cityofmetterga.gov>
Subject: FY26 Audit Proposal

Please see attached information we discussed. Could you send an updated proposal for the multi-year? If there is anything else you need, please feel free to reach out to me.

Missy Edenfield
HR-Purchasing Manager
City of Metter
49 S Rountree St
P O Box 74
Metter, GA 30439
(912)314-3896
medenfield@cityofmetterga.gov

QUOTE TO PROVIDE

EXTERNAL AUDIT SERVICES TO

City of Metter, GA

Fee Quotation

July 9, 2026

CKH

CPAs & Advisors, LLC

Submitted by Nick Catrakilis
CKH CPAs & Advisors, LLC
nickc@ckhgroup.com

5 Concourse Parkway, Suite 2800
Atlanta, GA 30328
(770) 495-9077

July 9, 2026

City of Metter, Georgia

ATTN: Ms. Missy Edenfield, HR-Purchasing Manager
49 South Rountree Street
Metter, GA 30439

RE: External Audit Services — City of Metter, GA

Dear Ms. Edenfield,

CKH CPAs & Advisors, LLC ("we" or "CKH") is pleased to submit this fee quotation to provide financial statement audit services to the City of Metter, Georgia ("you," "your," or the "City") for the fiscal years ending June 30, 2026, 2027, and 2028. This document is intended to serve as the basis for pricing and scope alignment and may be used by the City as a template for contract award. Upon acceptance, CKH will issue a formal engagement letter setting forth final terms, responsibilities, and deliverables.

All fees presented herein are all-inclusive, firm, and not-to-exceed, subject only to the scope assumptions described below and successful completion of CKH's standard client acceptance procedures. Single Audit services, if required, are separately stated below and are billed only for fiscal years in which they are required.

<u>Scope of Services</u>

CKH will perform an annual audit of the City's financial statements, covering the City's governmental activities, business-type activities, aggregate discretely presented component unit, and each major fund – including the General Fund; the Regional Drug Task Force, ARPA, SPLOST, and T-SPLOST funds; the City's enterprise funds (Water & Sewer and Sanitation); the City's self-funded employee health insurance internal service fund; and the Downtown Development Authority of Metter – in accordance with:

- Accounting principles generally accepted in the United States of America, as applicable to state and local governments (GASB)
- Generally Accepted Auditing Standards (GAAS)
- Government Auditing Standards (Yellow Book)
- Applicable provisions of Georgia law and regulatory requirements, including O.C.G.A. § 36-81-7

Services include, but are not limited to:

- Audit planning and risk assessment
- Preliminary audit readiness assessment of the City's accounting records, bank reconciliations, trial balances, and supporting documentation to evaluate preparedness for the financial statement audit
- Audit fieldwork and substantive testing
- Evaluation of internal control over financial reporting
- Preparation and issuance of the independent auditor's report
- Preparation of the City's basic financial statements, including restoration of Management's Discussion and Analysis (MD&A) and related note disclosures, in conformity with U.S. generally accepted accounting principles (GASB), performed as a nonaudit service with appropriate Government Auditing Standards independence safeguards
- Preparation of the City's annual Report of Local Government Finances (RLGF) for submission to the Georgia Department of Community Affairs
- Audit of the schedules of SPLOST (2018 and 2024) and T-SPLOST expenditures and issuance of the separate opinions on those schedules, as required under Georgia law
- Required communications with those charged with governance
- Standard meetings with management
- Secure document exchange and audit coordination

The audit readiness assessment is intended to help ensure the City's financial records and supporting schedules are sufficiently prepared to allow the audit to proceed efficiently and in accordance with applicable professional standards. If CKH determines during this assessment that the City's records or accounting processes are not sufficiently prepared to support the audit, CKH will notify the City and discuss recommended remediation steps, including any necessary adjustments to scope or fee to be agreed in writing, prior to continuing audit procedures.

Any services requested by the City to assist with audit preparation – including identifying reconciling items and recommending corrections for City personnel to evaluate, approve, and record – will be considered outside the scope of the audit engagement. To preserve CKH's independence under Government Auditing Standards, CKH will not reconcile the City's accounts, correct or maintain the City's accounting records, or assume responsibility for those records on the City's behalf; the City remains responsible for performing and recording all such activities and will designate a qualified individual to oversee any advisory services provided. Such advisory services, if authorized by the City, will be performed separately at a blended professional services rate of $130 per hour, subject to the City's written approval prior to commencement of additional work.

Contract Terms and Pricing Structure

This quotation is submitted as a three-year engagement covering the City's annual financial statement audits for the fiscal years ending June 30, 2026, 2027, and 2028.

Proposed Fees

The following fees cover a three-year engagement for the fiscal years ending June 30, 2026, 2027, and 2028. Fees for all three years are fixed as set forth below. CKH further affirms that the fees set forth herein include preparation of the City's annual Report of Local Government Finances (RLGF), as required under O.C.G.A. § 36-81-8, for each fiscal year covered by this engagement, at no additional charge to the City.

Year	Service	Notes	Totals
2026 (FYE 6/30/26)	Financial Statement Audit	Not-to-Exceed (NTE)	*$35,000*
2027 (FYE 6/30/27)	Financial Statement Audit	NTE	*$36,000*
2028 (FYE 6/30/28)	Financial Statement Audit	NTE	*$37,000*
	Three-Year Total		*$108,000*

CKH will not bill on an hourly basis for the services described above. No additional charges will be incurred unless the City requests services outside the defined scope and authorizes such services in writing.

Single Audit (If Required)

Single Audit services are not included in the fees listed above. If federal expenditures meet or exceed the applicable Uniform Guidance threshold for any fiscal year, CKH will perform the Single Audit for a fee of **$3,000 per year, covering one major federal program**, plus $2,500 for each additional major federal program required under Uniform Guidance major-program selection. Single Audit fees are billed only for fiscal years in which a Single Audit is required and will be documented under a separate written amendment prior to the commencement of additional procedures. Based on the City's adopted fiscal year 2026 budget – including the CDBG 2025 project and continuing FEMA Public Assistance activity – CKH anticipates that a Single Audit will be required for fiscal year 2026.

Scope Assumptions and Transaction Considerations

The proposed scope assumes timely access to the City's financial records, supporting documentation, and prior-year audit materials. The fees above further assume that the City's bank accounts are reconciled to the general ledger, that trial balances are in balance, and that beginning fund balances agree to the prior audited financial statements at the time client-prepared (PBC) materials are delivered. Work required as a result of these assumptions not being fulfilled – including remediation of unreconciled bank accounts, out-of-balance trial balances, or unsupported beginning fund balances – is outside the scope of the fixed fees above and, if authorized by the City, will be billed at the blended professional services rate of $130 per hour described above, subject to the City's written approval prior to commencement of additional work.

CKH anticipates working closely with City management to ensure an efficient audit process and timely completion of required reporting, including delivery of the audited financial statements within the 180-day statutory submission window under O.C.G.A. § 36-81-7.

Out-of-Scope Services

Services not expressly described in this quotation, including but not limited to:

- Bookkeeping or reconciliations
- Construction, reconstruction, or correction of the underlying accounting records (drafting of the basic financial statements, MD&A, and notes from the City's adjusted trial balance is included in scope above as a nonaudit service)
- Grant compliance reviews
- Agreed-upon procedures
- Policy development or implementation
- Restatements or re-issuance of prior audit reports

Will be performed only upon written request by the City and documented through a separate amendment or engagement letter.

Billing and Payment Terms

The professional fee for each fiscal year audit engagement is the not-to-exceed amount set forth in the fee table above for that fiscal year. For each fiscal year engagement, the professional fee will be billed according to the following schedule:

- Twenty percent (20%) of the annual fee invoiced upon execution of the engagement letter and commencement of the applicable fiscal year engagement, to confirm scheduling and initiate planning activities.
- Fifty percent (50%) invoiced upon completion of fieldwork; and
- Thirty percent (30%) invoiced upon delivery of the draft audit report and related required communications.

All invoices are due within thirty (30) days of receipt (Net 30). Should the City's timeline, scope, or deliverables materially change in any year, CKH and the City will mutually agree in writing to any necessary adjustments before additional work proceeds.

Validity of Quote

This fee quotation shall remain valid for thirty (30) calendar days from the date of submission.

As the Executive Chairman at CKH CPAs & Advisors, LLC, I am certified and authorized to represent CKH, empowered to submit the bid, and authorized to sign a contract with the City.

Should you have any questions, please contact me by telephone at (770) 495-9077 or via email at nickc@ckhgroup.com or Roger Nixon by phone (678) 634-6295 or via email at rogern@ckhgroup.com. We appreciate the opportunity to earn your business and look forward to working with you.

Respectfully,

CKH CPAs & Advisors, LLC

Nicholas Catrakilis – Executive Chairman
Authorized to bind as the Proposer

AUTHORIZATION TO EXECUTE

With your signature below, you confirm that the City of Metter, GA, through those charged with governance, has expressly authorized you to enter into this agreement with us on the City's behalf.

If you have any questions, please let us know. If you agree with the pricing for the services as described in this letter, please sign the enclosed copy and return it to us. Acceptance of this quotation is subject to execution of CKH's engagement letter, which will set forth the management responsibilities and Government Auditing Standards independence safeguards applicable to the nonaudit services described herein, together with limitation-of-liability and dispute-resolution terms.

Response:

This letter correctly sets forth the understanding of the City of Metter, GA

Accepted by: ____

METTER POLICE DEPARTMENT
JUNE 2026 STATS

		Jun-26	LAST MONTH	LAST YEAR
CITATIONS ISSUED		70	99	121
WARNINGS		101	81	109
ARRESTS		21	25	13
ACCIDENTS		10	16	11
ORDINANCE VIOL.		0	0	0
INCIDENT REPORTS		44	43	42
	Cleared by Arrest	18	18	16
	Exceptionally Cleared	0	1	2
	Unfounded	5	6	4
	Felony Cases	9	5	4
	Misdemeanor Cases	30	26	32
	Fowarded to Investigations	6	3	12

DMC
7-1-2026

TYPE html>

Incidents between two dates by pickup location

Metter Animal Shelter P.O. Box 74, Metter Ga. 30439 912-685-7877

Criteria:

Enter the from date: 06/01/2026
Enter the to date: 06/30/2026

City

Abandoned

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/29/2026 09:10:00	2606-309		Mama cat and kittens in abandoned house			Metter Georgia 30439			

Total Abandoned: 1

Aggression

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/07/2026 10:25:00	2606-259		Aggressive rottweiler roaming the area			Metter Ga 30439			06/07/2026 10:55:00 No animal found
06/09/2026 08:50:00	2606-261		Neighbors' black lab is growling at her and biting her tires when she is attempting to drop her daughter off at daycare			Metter Ga 30439			06/09/2026 10:40:00 Owner given verbal warning

Total Aggression: 2

Animals at large

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/03/2026 10:00:00	2606-250		There is a stray kitten in someone's car they are not able to reach it from under the hood			Metter Georgia 30439			06/03/2026 11:00:00 Animal picked up
06/09/2026 10:30:00	2606-264		Set cat trap for feral cats			Metter Georgia 30439			
06/09/2026 14:30:00	2606-267		Stray kitten friendly			Metter Georgia 30439			06/11/2026 15:15:00 Completed by Animal Control
06/10/2026 11:00:00	2606-270		Caller states there is a black dog and 3 poodles running near the splash pad			Metter Georgia 30439			06/10/2026 11:15:00 No animal found
06/11/2026 15:00:00	2606-273		Stray dog that is barking at people coming to their home			Metter Georgia 30439			06/11/2026 15:15:00 Animal picked up
06/12/2026 08:15:00	2606-274		Set trap for stray dogs coming into her yard			Metter Georgia 30439			
06/16/2026 13:00:00	2606-281		Stray pup friendly			Metter			06/16/2026 14:30:00 Animal rehomed

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
						Georgia 30439			
06/17/2026 13:30:00	2606-288		Stray kitten			Metter Georgia 30439			06/17/2026 13:40:00 Animal picked up
06/18/2026 09:45:00	2606-291		Mama cat and 3 kittens **needs trapping** 6/26/26 Roselyn called and said kittens haven't been there in 2 days but mama cat is still there			Metter Georgia 30439			
06/18/2026 15:00:00	2606-293		3 kittens UPDATE:2 kittens one was given away			Metter Georgia 30439			06/20/2026 14:00:00 Animal picked up
06/19/2026 16:45:00	2606-296		Stray puppy			Metter Georgia 30439			06/20/2026 13:15:00 Animal rehomed
06/22/2026 01:00:00	2606-300		Stray dog			Georgia 30439			06/23/2026 15:15:00 Animal picked up
06/22/2026 12:00:00	2606-299		Stray dog showed up at 3am and would not leave			Metter Georgia 30439			06/22/2026 12:00:00 Animal picked up
06/23/2026 11:00:00	2606-301		328 Lillian called said dog showed up on his porch and would not leave			Metter Georgia 30439			06/23/2026 11:30:00 Animal picked up
06/25/2026 13:42:38	2606-306		4 Stray kittens			Metter Georgia 30439			
06/26/2026 10:00:00	2606-307		Stray kitten			Metter Georgia 30401			06/26/2026 10:30:00 Animal picked up
06/30/2026 08:40:00	2606-310		Stray dog that was picked up last week is back at his home again			Metter Georgia 30439			06/30/2026 09:00:00 Animal picked up

Total Animals at large: 17

Nuisance

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/30/2026 13:49:49	2606-311		Caller states that the neighbors 3 dogs are coming into her yard and destroying her chicken coop and growling at her. ACO advised to send proof asap			Metter Georgia 30439			

Total Nuisance: 1

Number of pets

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/04/2026 13:56:44	2606-254		Surrender Simba			Metter Georgia 30439			06/09/2026 13:05:00 Owner surrender
	2606-308								

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/26/2026 22:00:00			Surrender King *Paid			Metter Georgia 30439			06/29/2026 16:05:00 Owner surrender

Total Number of pets: 2

Welfare check

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/02/2026 18:20:00	2606-253		Victoria requesting check on animal at this address			Metter Ga 30439			06/04/2026 15:35:00 No animal found

Total Welfare check: 1

Total City: 24

County

Abandoned

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/15/2026 15:30:00	2606-282		Owner passed away and left behind 2 cats			Metter Georgia 30439			06/26/2026 13:00:00 Animal picked up

Total Abandoned: 1

Aggression

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/16/2026 10:30:00	2606-279		2 dogs are in her yard chasing her			Metter Georgia 30439			06/16/2026 11:05:00 No animal found
06/17/2026 11:25:00	2606-285		2 stray dogs are coming to her fence early in the mornings and are preventing her from going to the mailbox			Metter Georgia 30439			06/25/2026 13:00:00 Animal picked up
06/24/2026 17:50:00	2606-303		ACO dispatched to Hwy 129 for an aggressive dog.			Metter Ga 30439	06/24/2026 17:50:00		06/24/2026 18:30:00 Animal picked up

Total Aggression: 3

Animals at large

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/01/2026 10:00:00	2606-246		Found 7 stray pups			Metter Georgia 30439			06/03/2026 12:00:00 Animal picked up
06/01/2026 14:00:00	2606-247		Stray dog needs to be trapped that is messing with her chicken coop			Metter Georgia 30439			06/12/2026 11:00:00 Unable to capture
06/02/2026 11:00:00	2606-251		4-5 kittens needing to be trapped			Metter Georgia 30439			
	2606-249								

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/02/2026 15:40:36			Set cat trap for strays			Metter Georgia 30439			
06/04/2026 09:40:00	2606-252		2 stray kittens friendly			Metter Georgia 30439			06/10/2026 10:35:00 Animal picked up
06/04/2026 14:05:00	2606-255		4 stray pups			Metter Georgia 30439			06/08/2026 11:30:00 Animal picked up
06/05/2026 08:25:00	2606-256		Stray orange tabby friendly cat			Metter Ga 30439			06/11/2026 08:00:00 Animal picked up
06/05/2026 15:25:00	2606-257		Stray dog is coming in and out of the store			Metter Georgia 30439			06/05/2026 15:45:00 Animal picked up
06/08/2026 11:50:00	2606-260		Stray dog			Metter Georgia 30439			06/08/2026 12:15:00 No animal found
06/09/2026 10:00:00	2606-263		3 feral cats need to be trapped			Metter Georgia 30439			
06/09/2026 13:00:00	2606-265		4 kittens and mama cat need to be trapped			Metter Ga 30439			
06/09/2026 14:00:00	2606-266		Mama cat and 3 kittens			Metter Georgia 30439			
06/09/2026 15:00:00	2606-268		Stray husky mix			Metter Georgia 30439			06/10/2026 13:00:00 Animal picked up
06/10/2026 09:30:00	2606-269		Stray dog			Metter Georgia 30439			06/10/2026 13:00:00 Animal picked up
06/10/2026 16:30:00	2606-271		Stray pup			Metter Georgia 30439			06/11/2026 13:00:00 Animal rehomed
06/11/2026 09:00:00	2606-272		Stray dog			Metter Ga 30439			06/11/2026 13:20:00 No animal found
06/15/2026 09:32:38	2606-275		Stray pup **Rehoming fell through			Metter Georgia 30439			06/17/2026 13:00:00 No animal found
06/15/2026 13:00:00	2606-276		Stray friendly pit			Metter Georgia 30439			06/17/2026 10:55:00 Animal picked up
06/16/2026 10:35:00	2606-280		2 stray dogs friendly			Metter Georgia 30439			06/16/2026 11:35:00 Animal picked up
	2606-283		2 stray kittens						

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/16/2026 14:40:15						Cobbtown Georgia 30420			06/22/2026 10:40:00 Animal picked up
06/17/2026 09:30:00	2606-284		2 stray black pups			Metter Ga 30439			06/17/2026 14:00:00 Unable to capture
06/17/2026 12:00:00	2606-287		10 kittens and 3 adult cats			Metter Georgia 30439			
06/17/2026 16:00:00	2606-289	Unknown Unknown H: W: C:	Unknown caller states there are several pups in storm drain			Metter Georgia 30439			06/18/2026 10:00:00 Animal picked up
06/18/2026 12:00:00	2606-292		2 stray dogs			Metter Georgia 30439			06/29/2026 10:00:00 Completed by Animal Control
06/18/2026 16:00:00	2606-294		Stray dog			Metter Georgia 30439			06/29/2026 10:30:00 Completed by Animal Control
06/19/2026 16:30:00	2606-295		Stray dog			Metter Georgia 30439			06/19/2026 08:50:00 Owner reclaimed
06/22/2026 11:15:00	2606-297		Found Kitten running across Blue bird rd in Metter was visiting Mom			Metter Ga 30439			06/22/2026 11:30:00 Animal picked up
06/22/2026 15:23:37	2606-298		2 Mama cats and 10 kittens says they are friendly			Metter Georgia 30439			
06/23/2026 14:00:00	2606-302		Stray dog			Metter Georgia 30439			06/29/2026 11:05:00 No animal found
06/25/2026 13:40:16	2606-305		2 stray kittens			Metter Georgia 30439			06/30/2026 16:10:00 Animal picked up
06/25/2026 11:16:29	2606-304		Stray pup			Metter Georgia 30439			06/30/2026 08:20:00 Animal picked up

Total Animals at large: 31

Bite

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/06/2026 21:25:00	2606-258		2 year old was "mauled" by family's own dog			Metter Ga 30439			06/09/2026 14:40:00 Animal picked up
06/17/2026 23:30:00	2606-290		Deputy Paradise contacted ACO for dog bite			Metter Ga 30439			06/29/2026 08:00:00 Completed quarantine

Total Bite: 2

Number of pets

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/02/2026 10:30:00	2606-248		Surrender Buddy			metter Ga. 30439			06/09/2026 13:55:00 Owner surrender
06/09/2026 14:00:00	2606-262		Surrender 6 kittens			Metter Georgia 30439			
06/16/2026 10:00:00	2606-278		Surrender Kitty			metter Ga. 30439			06/30/2026 10:25:00 Owner surrender
06/16/2026 16:00:00	2606-286		Surrender Skye **Paid			Metter Georgia 30439			06/29/2026 15:35:00 Owner surrender

Total Number of pets: 4

Sick/injured animal

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
06/16/2026 07:15:00	2606-277		CCSO contacted ACO stating there is a lady at the sheriffs office with a pup she claims has been hit by a car *UPDATE: The dog was not hit by a car			Metter Ga 30439			06/16/2026 07:45:00 Animal picked up

Total Sick/injured animal: 1

Total County: 42

Report: **Animal Control -> Incidents between two dates by pickup location**
Generated by Animal Shelter Manager 52u [Mon Jun 22 12:59:33 UTC 2026] at Metter Animal Shelter on 07/01/2026 by mhart

Metter Animal Shelter Monthly Report 2026

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
# of dogs from the City of Metter	15	15	11	13	6	11						
# of dogs from Candler County	24	30	20	10	15	28						
Total # of dogs	39	45	31	23	21	39						
# of cats from the City of Metter	6	5	2	9	15	20						
# of cats from Candler County	12	13	12	23	28	19						
Total # of cats	18	18	14	32	43	39						
# of cats reclaimed	0	0	0	1	0	0						
# of dogs reclaimed	2	12	4	5	4	3						
Total # of reclaims	2	12	4	6	4	3						
# of calls responded to in City of Metter	32	16	24	25	20	24						
# of calls responded to in Candler County	23	27	28	25	25	42						
Total # of Calls	55	43	52	50	45	66						
# of dogs surrender by owner	13	10	7	7	3	9						
# of dogs adopted	16	9	17	10	7	9						
# of dogs euthanized	9	17	4	3	7	18						
# of dogs deceased at shelter	0	0	0	0	0	0						
# of dogs bites reported	1	1	3	2	1	2						
# of cats surrendered by owner	3	0	0	14	4	6						
# of cats adopted	10	6	6	5	29	34						
# of cats euthanized	5	8	5	7	7	8						
# of cats deceased at shelter	0	0	0	0	2	0						
# of cat bites reported	0	1	1	1	1	0						
Rescue transfer for dogs	9	12	11	2	9	8						

Rescue transfer for cats	0	2	3	11	0	0

Metter Fire Rescue Response List
Jun-26

Call Type and Jurisdiction

Jun-26

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	1	0	2	1	1	6	13	0	2	4	0	30
County	2	0	2	4	0	3	0	0	0	3	1	15
Total	3	0	4	5	1	9	13	0	2	7	1	

Total Calls	45

Jun-25

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	1	0	1	5	10	0	3	9	0	29
County	2	5	5	3	2	5	0	1	1	5	0	29
Total	2	5	6	3	3	10	10	1	4	14	0	

Total Calls	58

Total calls 59 1 Mutual aid Given to Emanuel County

ADMINISTRATION REPORT
JULY 2026 MEETING
BY: Angie Conner, City Clerk

A. Permits and Applications:

June Applications

Occupational Tax Registration

1. Companion Care At Home LLC – 58 S.E. Broad St. – Under Review
2. Tapley Detailing – 530 S.W. Broad St. – Approved
3. Southern Sips Metter, LLC – 745 S Lewis St. – Under Review

Building Permit

1. Zachary Daniel – 625 S Kennedy St – Under Review

Fence Permit

1. Francisco Cruz – 608 S. Leroy St. – Approved

Alcohol Permit

1. Minit Mart #1 - 504 S.E. Broad St. – Under Review

Mobile Home Permit

1. Ritchie Lawrence, Sr. – 1055 Smith St. – Under Review

Park Permit

1. Lisa Rigdon/Family Connection/The Bridge – Approved

June Building Rental

Depot - $
Community Center - $

Debit/Credit Card, E-Checks (Payments made with cards in City Hall and Online)
June 2026

Number of Transactions – 640
Total Amount - $ 66,714.78

Tasks

- Completed the FY2025 audit and met with the auditor to review the findings.

- Meeting with CivicPlus to establish a timeline to get the new minute and agenda software, new website and social media archiving programs running.
- Attended GICH meeting held on Tuesday, June 9, 2026.
- Held interviews for the administrative assistant on Thursday June 11, 2026, and Friday, June 12, 2026. Hired Jackie Sakil the next week.
- Checked with auditor to make sure the mandatory Report of Local Government Finance (RLGF) was filed with DCA.
- Completed the mandatory annual Georgia Management Indicators (GOMI) report and submitted to DCA.
- Attended a webinar sponsored by CKH Group regarding journal entries.
- Attended clerks training at the GMA Convention which included auditing and budgeting.
- Attended a council work session to review the new proposed personnel policy.

HR-PURCHASING
MONTHLY OPERATING REPORT
JUNE 30, 2026
SUBMITTED BY MISSY EDENFIELD, HR-PURCHASING MANAGER

NUMBER OF EMPLOYEES			
EMPLOYEE TYPE	AUTHORIZED	CURRENT MONTH	AUTHORIZED DIFFERENCE EXPLANATION CURRENT
ELECTED	6	6	
FULL-TIME	57	52	1 - City Manager 1 - Director of Economic Development 1 - Public Works Director 1 - Water/Sewer Helper 1 - Resource Coordinator
PART-TIME	3	3	
CONTRACT	1	1	
GRANT	2	2	
VOLUNTEERS		18	

NEW HIRES			
DATE	NAME	DEPARTMENT	POSITION
6/30/2026	J Aviles	Fire	Volunteer
6/12/2026	Z Stender	Police	Patrolman
6/22/2026	J Sakil	Administator	Administrative Assistant
6/22/2026	H Donaldson	Gov. Bldgs.	Groundskeeper
6/5/2026	J Lenox	Police	Promoted to Sgt

TERMINATED EMPLOYEES

DATE	NAME	DEPT/POSITION	VOLUNTARY/INVOLUNTARY
5/2/2026	J Dawson	Ec. Dev./Asst.	Voluntary
6/11/2026	A Donaldson	Gov Bldg/Grounds	Voluntary
6/30/2026	S Damron	Fire/Volunteer	Voluntary
***J McCray would like to remain W/S Supervisor, leaving PW Director position open			
*** S Goodman is working part time to train new employee/full time term 5/1/2026			

VACANCIES		
DEPARTMENT/POSITION	# OF VACANCIES	STATUS
City Manager	1	Accepting Applications
Director of Economic Development	1	Position eliminated in FY27 Budget
Ec. Dev. Resource Coordinator	1	Hire Pending - 07/13/2026
Public Works Director	1	Accepting Applications
Water/Sewer Helpter	1	Hire Pending - 07/13/2026

WORKERS COMPENSATION INCIDENTS

DEPARTMENT	CURRENT MONTH	SAME MONTH PRIOR YEAR	CURRENT YTD	PRIOR YTD
Administration	0	0	0	0
Animal Control	0	0	0	0
Economic Development	0	0	0	0
Fire	0	0	0	2
Government Buildings	0	0	0	0
Government Officials	0	0	0	0
Planning	0	0	0	0
Police	0	0	0	1
Publc Works	0	0	0	0
Sanitation	0	0	0	0
Streets & Lanes	0	0	0	0
WasteWater	0	0	0	0
Water	0	0	0	0
Welcome Center	0	0	0	0
TOTAL	0	0	0	3

CURRENT MONTH WORKERS COMPENSATION INCIDENT EXPLANATION

DEPARTMENT	INCIDENT	DATE

CURRENT MONTH STATUS OF LOST TIME WORKERS COMPENSATION EMPLOYEES

DEPARTMENT	INCIDENT DATE	STATUS OF INJURY
Police	8/6/2025	No Fault Accident - Continued absence due to injury

ACCIDENTS/INCIDENTS

DEPARTMENT	CURRENT MONTH	SAME MONTH PRIOR YEAR	CURRENT YTD	PRIOR YTD
Administration	0	0	0	0
Animal Control	0	0	0	0
Economic Development	0	0	0	0
Fire	0	1	0	2
Government Buildings	0	0	0	0
Government Officials	0	0	0	0
Planning	0	0	0	0
Police	0	0	1	5
Public Works	0	0	0	0
Sanitation	0	0	0	0
Streets & Lanes	0	2	0	2
WasteWater	0	0	0	0
Water	0	0	1	0
Welcome Center	0	0	0	0
TOTAL	0	3	2	9

CURRENT MONTH ACCIDENT/INCIDENT EXPLANATION

DEPARTMENT	INCIDENT	DATE	MEDICAL

CURRENT PROJECTS			
BID TITLE	BID DATE	DESCRIPTION	STATUS

OTHER PROJECTS AND ACTIVITIES DURING THE MONTH:
Bi Annual Employee MVRs
Budget Prep
New Employee Hires
Personnel Policy Update

Planning Department Report

July 2026 City Council Meeting

Contact with applicants / developers:

- Responded to calls & emails regarding GGRC; zoning certification; uses and density permitted in zoning districts; subdivision of property; sign regulations; tiny homes & manufactured housing; and permits.
- Received request for zoning verification/environmental review for Airport Rd property. Referred to county zoning administrator as property has not been annexed / approved for industrial development in the city. Project engineer then called to discuss annexation.
- Met with local business owner regarding options for small workforce housing development.

Meetings attended:

- Staff meetings to discuss development plans; permit applications.
- Development Team meeting.

Reports:

- Received final report from HOGARC for proposed 990 Fortner Rd commercial and industrial development (DRI#4695).

Review:

- Reviewed plats, applications for mobile homes, signs, building permits and Occupational Tax Certificates.

Community Development:

- Prepared presentation on 2006 – 2009 Metter GICH program for 2026 team.
- Summer Trace: owners have applied for tax credits from the Georgia Department of Community Affairs (DCA) to support rehab of existing residential units and construction of four additional ADA-accessible units. DCA will announce awards later this year.

Updates on residential DRIs:

- E. Hiawatha Street PUD (single family & townhouse): Property is under contract. Staff met with developer to discuss development process and requirements. Initial clearing of vegetation is underway.
- Central Avenue R-4 (single-family): Preliminary plat approved by Planning Commission April 7. Property sold on April 9. Engineer is preparing erosion control plans for state review.
- Fortner Road & W. Hiawatha Street PUD (single-family): No recent contact from property owner or Smith Douglas Homes.
- Oaktree Road R-4 Townhouse development: No update.