

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday September 7, 2021, at 9:00 a.m. in the Hearing Room of the Murray County Annex. The public is invited and encouraged to attend.

TENATIVE AGENDA

1. Call to Order
 2. Approval of Minutes of Prior Meetings
 3. Approval of Agenda
 4. New Business
-
- A. Approval of Murray County Land Use and Development Planning Commission Meeting minutes
 - B. Re-Appointments: Craig Brock, Pete Bethea and Jason Babb to the Development Authority of Murray County
 - C. Resolution: Designating the First Baptist Church of Chatsworth, Inc. as an alternative facility for jury assembly
 - D. Lease Agreement: First Baptist Church to host jury assembly
 - E. American Rescue Plan Act: Overview

Adjourn

Commissioner Available for Questions or Comments

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday September 7, 2021 at 9:00A.M. in the hearing room of the Murray County Annex.

Commissioner Hogan called the meeting to order and welcomed those in attendance.

Under new business the following items were addressed and approved.

A. Approval of Murray County Land Use and Development Planning Commission Meeting minutes (documents are stored in the 2021 Auxiliary Files)



**MURRAY COUNTY
COMMISSIONER'S OFFICE**
P.O. Box 1129 • 121 North 4th Ave., Chatsworth, GA 30705
Telephone 706-517-1400 • Fax 706-517-5193
www.murraycountyga.org

September 7, 2021

Mr. David McDaniel
1975 Hwy. 52 East
Chatsworth, GA 30705

RE: Murray County Land Use Planning Commission Meeting August 18, 2021.

Dear Mr. McDaniel:

I have reviewed the actions of the Commission taken at the August 18, 2021 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

Greg Hogan,
County Commissioner



**MURRAY COUNTY LAND USE
PLANNING COMMISSION**

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893
dhames@murraycountyga.gov

August 18, 2021

Mr. Greg Hogan
Murray County Commissioner
121 N. 4th Avenue
Chatsworth, GA. 30705

Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of August 17, 2021. Upon review, your approval/ and or comments would be greatly appreciated.

Respectfully,

David McDaniel

**MURRAY COUNTY LAND USE
PLANNING COMMISSION**

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893
dhames@murraycountyga.gov

Minutes

Murray County Land Use Planning Commission Meeting
August 17, 2021

The Chairman, David McDaniel, called the meeting to order at 7:00 pm, August 17, 2021. Other members present were Heath Harrison, Terry Wilson, Edward Dunn, and Debra Ellis, Land Use Secretary.

The first order of business on the Agenda was to approve the Agenda. Mr. McDaniel suggested the Old Business be moved until after the New Business. Mr. Harrison made a motion to amend the Agenda. Mr. Dunn seconded the motion. The motion carried.

The next order of business was to approve the minutes of the last meeting. Mr. Dunn made the motion to approve the minutes as written. Mr. Wilson seconded the motion. The motion carried.

New business was next on the Agenda.

Item 1 of new business was the Re/Classification of property from SR to RR, located in Land Lot 308, District 9, located at Estelle Middleton Road, consisting of 2.96 acres, owned by Hazel Odell. Representing Ms. Odell was Ms. Evon Watkins. The Chairman asked if Ms. Watkins was present. Ms. Watkins was present. Mr. McDaniel asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. The Chairman asked Mrs. Ellis if this proposal was in order for granting. Mrs. Ellis stated the proposal is in order for granting. Mr. McDaniel opened the public hearing and asked Ms. Watkins to proceed with her presentation.

Ms. Watkins stated she would like to have the property rezoned to Rural Residential in order to put a mobile home on the property so she could take care of her sister.

The Chairman thanked Ms. Watkins for her presentation. Mr. McDaniel asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He asked if there was anyone opposed to the proposal that would like to address the Council. There was no one.

The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Dunn made a motion to approve this proposal. Mr. Harrison seconded the motion. The motion carried.

Item 2 of new business was the Re/Classification of property from SR to RR, located in Land Lot 183, District 3, located at Bettis Road, consisting of 0.68 acres, owned by Glenice Pearson. Representing Ms. Pearson was Mr. Robert Ridley III. The Chairman asked if Mr. Ridley was present. Mr. Ridley was present. Mr. McDaniel asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. The Chairman asked Mrs. Ellis if this proposal was in order for granting. Mrs. Ellis stated the proposal is in order for granting. Mr. McDaniel opened the public hearing and asked Mr. Ridley to proceed with his presentation.

Mr. Ridley stated he would like to put a mobile home on the property. He further stated that this would allow him to be between his sick father and elderly grandmother and could get to them quickly, as they need his assistance often.

The Chairman thanked Mr. Ridley for his presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one. The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Wilson made a motion to approve the proposal. Mr. Dunn seconded the motion. The motion carried.

Item 3. Discussion of the Amendment to Commercial Agriculture. Mr. Harrison made a motion to approve the Amendment to Commercial Agriculture. Mr. Wilson seconded the motion. The motion carried.

Mr. Harrison made the motion to adjourn the meeting. Mr. Dunn seconded the motion. The motion carried.

Respectfully Submitted,

Debra Ellis
Land Use Secretary

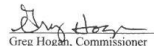
B. Re-Appointments: Craig Brock, Pete Bethea and Jason Babb to the Development Authority of Murray County (documents are stored in the 2021 Auxiliary Files)

Development Authority of Murray County

Georgia, Murray County

Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Craig Brock	Oct. 1, 2021 – Sept. 30, 2025,	Sept. 7, 2021


Greg Hogan, Commissioner
Murray County, Georgia

Attest:

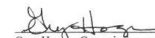

Tommy Parker, County Clerk
Murray County, Georgia

Development Authority of Murray County

Georgia, Murray County

Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Pete Bethea	Oct. 1, 2021 – Sept. 30, 2025,	Sept. 7, 2021


Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County, Georgia

Development Authority of Murray County

Georgia, Murray County

Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Jason Babb	Oct. 1, 2021 – Sept. 30, 2025,	Sept. 7, 2021


Greg Hogan, Commissioner
Murray County, Georgia

Attest:


Tommy Parker, County Clerk
Murray County Georgia

C. Resolution: Designating the First Baptist Church of Chatsworth, Inc. as an alternative facility for jury assembly (documents are stored in the 2021 Auxiliary Files)

Resolution

A RESOLUTION OF THE MURRAY COUNTY COMMISSIONER DESIGNATING THE FIRST BAPTIST CHURCH OF CHATSWORTH, INC. AS AN ALTERNATIVE FACILITY FOR CERTAIN SESSIONS OF THE MURRAY COUNTY SUPERIOR COURT; AND FOR OTHER PURPOSES.

WHEREAS, the Murray County Courthouse constructed in 1916 is unable to accommodate certain proceedings due to the limited occupant space; and

WHEREAS, the Murray County Superior Court requires facilities for jury assembly and jury selection that cannot be accommodated in the Murray County Courthouse; and

WHEREAS, the Governing Authority has determined that, due to the limited occupant capacity, it shall be impracticable to hold certain sessions of the Murray County Superior Court in the Murray County courthouse; and

WHEREAS, the First Baptist Church of Chatsworth, Inc. offers an appropriate venue, both in occupant capacity and proximity, for such court functions; and

WHEREAS, the Governing Authority has determined that such use would be in the best interest of the public and would provide for the best immediate solution for conducting certain sessions of the Murray County Superior Court.

NOW, THEREFORE, BE IT RESOLVED by the Murray County Commissioner, and it is hereby so resolved by the authority of the same, that the Commissioner, pursuant to **OCGA §15-6-18**, hereby designates the First Baptist Church of Chatsworth, Inc. located at 121 W. Market St., Chatsworth, Murray County, Georgia, as an alternative facility for certain sessions of the Murray County Superior Court, and continuing through such time that Murray County or the First Baptist Church of Chatsworth, Inc. elects to withdraw from the agreement.

SO RESOLVED, APPROVED, AND ADOPTED this 7th day of September 2021.

Murray County, Ga.


Greg Hogan, Commissioner

Attest:


Tommy Park, County Clerk
SEAL



D. Lease Agreement: First Baptist Church to host jury assembly (documents are stored in the 2021 Auxiliary Files)

STATE OF GEORGIA §
COUNTY OF MURRAY §
LEASE AGREEMENT

THIS LEASE (the "Lease") made this 7th day of September, 2021, by and between THE FIRST BAPTIST CHURCH OF CHATWORTH, INC., hereinafter referred to as "Lessor," and MURRAY COUNTY, GEORGIA, a political subdivision of The State of Georgia, pursuant to a duly adopted Resolution dated 8-23-21, hereinafter referred to as "Lessee."

WITNESSETH:

1. **PREMISES.** Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor that structure located at 121 West Market Street, Chatworth Murray County, Georgia, and described more particularly as follows:

Lessor agrees to lease the structure presently existing on said property (the "Premises"). Lessee accepts the building AS IS and in the condition as it is at present. Lessee has made a visual inspection of the Premises and acknowledges its condition.

2. **TERM.** This Lease shall be for a term beginning on the First day of September, 2021, and ending on the 31 day of August, 2022 (the "Lease Term"), unless sooner terminated as hereinafter provided.

HOWEVER, the Lessee is not leaving the entire premises the entire time period. Lessor shall still be able to conduct its services as usual. The Lessee is merely using the alternate site for jury assembly and jury selection that cannot be accommodated in the Murray County Courthouse. The Lessor shall allow the Lessee to use the premises only on Mondays, i.e. sanctuary and/or other spaces as agreed by the parties. Initially, the Lessee premises shall only be used during the months of February, June and October, for approximately three (3) Mondays and possibly a fourth (4th) Monday, if deemed necessary. This Lease Agreement shall be initially for a period of one (1) year with an Option to Renew, upon the terms for an addition term if mutually agreed upon.

3. **MINIMUM RENT.** A. Lessee agrees to pay to Lessor as minimum rent, the monthly sum of One Dollar And NO/100 DOLLARS (\$1.00) per year, to be paid in advance, upon execution of this Lease Agreement.

4. **SECURITY DEPOSIT, WAIVED BY LESSOR, HOWEVER, LESSOR RESERVES THE RIGHT TO DEMAND SAME UPON ANY RENEWAL IF IN HIS DISCRETION HE DEEMS IT NECESSARY. THEN AND ONLY THEN SHALL THE REMAINDER OF THIS PARAGRAPH APPLY. NOTWITHSTANDING THE ABOVE, THE LESSEE SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE(S) CAUSED BY ITS INVITEES DURING THE TERM OF THIS LEASE.**

5. **DELINQUENT RENT, N/A.**

6. **USE OF THE PREMISES.** Lessee shall use the Premises as a JURY ASSEMBLY AND JURY SELECTION FACILITY ONLY.

possession thereon under this Lease, reasonable wear and tear excepted, and shall then surrender all keys for the Premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes, and vaults, if any, in the Premises. Lessee shall remove all its trade fixtures as specified in paragraph 20 hereinbelow, and any alterations or improvements, before surrendering the Premises and shall repair any damage to the Premises caused thereby. Lessee's obligation to observe this covenant shall survive the expiration or other termination of the term of this Lease. If Lessee shall default in so surrendering the Premises, Lessee's occupancy subsequent to such expiration, whether or not with the consent of acquiescence of Lessor, shall be deemed to be that of a Tenant at Sufferance and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants, and conditions of this Lease applicable thereto, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

14. **RIGHT OF ENTRY.** At any time, Lessor or its representatives shall have the right to enter the Premises at reasonable hours of any business day during said term to ascertain if the Premises are in proper repair and condition, provided a representative of Lessee is present during any such entry and examination of the Premises.

15. **DEFAULT.** (A) If Lessee defaults in fulfilling any of the covenants of this Lease, Lessor may give Lessee notice thereof. If such default is not remedied within the thirty (30) days following such notice, all of Lessee's rights under this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessor.

16. **RECONSTRUCTION, N/A.**

17. **NOISE OBSTRUCTIONS AND NUISANCES.** Lessee covenants that it will not, without the prior written consent of Lessor, (i) create or maintain, or allow others to create or maintain, any nuisance, including without limiting the foregoing general language, loud noises, sound effects, offensive odors, and smoke or dust in or about the Premises, (ii) place or maintain any signs in any parking area serving the Premises, or (iii) commit any waste.

18. **GOVERNMENTAL ORDERS.** Lessee shall comply with any laws, ordinances, notices, orders, rules, regulations or requirements of any federal, state or municipal government or any department, commission or board thereof relating to the use of the Premises by Lessee for the permitted use hereunder; provided, however, that Lessee shall have no obligation to make any repairs or modifications to the Premises or the Building in order to comply with such laws. Lessee shall comply with any laws, ordinances, notices, orders, rules, regulations or requirements of any federal, state or municipal government or any department, commission or board thereof relating to the Premises (except as provided in the immediately preceding sentence), the Common Areas, the Building and the land upon which the Building is located. Lessor represents and warrants that as of the Commencement Date, the Common Areas, the Premises and the Building are in compliance with all Federal, state and local laws and ordinances, including without limitation, any and all zoning regulations, environmental laws and the Americans With Disabilities Act.

19. **CONDEMNATION.** If the whole of the Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by an legally constituted authority for any public uses thereof, then in either of said events, the term hereby granted shall cease from the time when possession that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessor nor Lessor shall have any rights in any award made to the other by any condemnation authority.

20. **FIXTURES AND PERSONAL PROPERTY.** Lessee shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other property which it may have stored or installed in the Premises including but not limited to counters, shelving, showcases, chairs and movable

Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Lessee cause, maintain or permit any nuisance in, on or about the Premises, Lessee will not commit or allow to be committed any waste in or upon the Premises.

7. **LIABILITY INSURANCE.** Lessee shall at Lessee's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$500,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$1,000,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Lessor and Lessee against liability for property damage of at least \$100,000.00. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessor's protective liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, rated A+AAA or better in "Best's Insurance Guide." Lessee shall deliver to Lessor, prior to right of entry, such insurance with loss payable clauses satisfactory to Lessor. No policy shall be cancellable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Lessor may carry. Lessee shall be responsible for carrying its own contents insurance and shall provide Lessor with evidence satisfactory of same.

8. **SUBROGATION.** As long as their respective insurers to permit, Lessor and Lessee hereby mutually waive their respective rights of coverage against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurers to evidence compliance with the aforementioned waiver.

9. **UTILITY BILLS, N/A.**

10. **ALTERATIONS AND ADDITIONS.** Lessee shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof.

11. **REPAIR AND MAINTENANCE.** A. By entry hereunder, Lessee shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Any damage caused by Lessee's use of the Premises shall be repaired at the sole cost and expense of Lessee.

B. Lessee shall maintain the inside of the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures inside the Premises.

C. Lessee shall not permit employees, agents or anyone else to get on the roof of the Premises without the prior written permission of the Lessor. Lessee agrees that he will not (directly or by surfeance) place any debris on the roof of the building of which the Premises constitute a part or cut, dig, drill, nail into or otherwise mutilate the roof, that he will keep the roof free of all debris and that he will keep the gutters and downspouts free of trash, leaves and gravel.

12. **LIENS.** Lessee shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee.

13. **SURRENDER OF PREMISES AND HOLDING OVER.** At the expiration of the tenancy hereby created, Lessee shall surrender the Premises in the same condition as the Premises were in upon delivery of

machinery which were purchased or provided by Lessee and which are susceptible of being moved without damage to the building provided this right is exercised before the least is terminated or during the ten (10) day period immediately following such termination and provided that Lessee shall repair any damage to the Premises caused thereby. This shall not include the right to remove any plumbing, wiring, fixtures, flooring, glue or fastened to the floors and shall as a matter of course, not include any fixtures or machinery that were furnished or paid for by the Lessor. Buildings shall be left in a broom clean condition. If Lessee shall fail to furnish or remove any other property at the termination of this Lease or within ten (10) days thereafter, such fixtures and other property of Lessee, shall become the property of Lessor.

21. **NOTICES.** All notices required or permitted by any provision of this Lease shall be in writing and delivered or sent by hand, by registered or certified mail, or by a recognized overnight delivery service, and addressed as set forth below. Either party may, at any time, designate in writing a substitute address for the address set forth above, and thereafter notices shall be directed to such substitute address. All notices hereunder shall be deemed received on the same day if delivered by hand, on the third business day after being sent by registered or certified mail or on the next business day after being sent by overnight delivery service. All notices required or permitted by any provision of this Lease shall be in writing and addressed as follows:

TO LESSEE: MURRAY COUNTY COMMISSIONER, GREG HOGAN
ADDRESS: 614 N. 11th Ave
Chatworth, GA 30705

TO LESSOR: FIRST BAPTIST CHURCH OF CHATWORTH, INC.
121 WEST MARKET STREET
CHATSWORTH, GEORGIA 30705

22. **ASSIGNMENT OR SUBLETTING.** LESSEE SHALL NOT BE ABLE TO ASSIGN THIS LEASE OR SUBLET TO ANOTHER ENTITY WITHOUT LESSOR'S EXPRESS CONSENT.

23. **SIGNS.** Lessee may erect and maintain signs on the exterior of the building only after receiving written approval from Lessor. To obtain written approval, Lessee must submit detailed drawings of Lessee's proposed signage. Lessor's interest in to conform all signs as to color and placement. Lessee shall maintain such signs in good condition and repair at all times and such signs must be lighted at all times after sunset whether Lessee's Premises are open for business or not. If any damage is done to Lessee's signs, Lessee must repair within five (5) days or Lessor has right to repair signs and bill Lessee for cost of this work.

24. **SIGNS, AWNINGS AND CANOPIES.** Lessee will not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the exterior glass of any window or door of the Premises which may be construed as obscene or offensive or may constitute a nuisance as defined by law. Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other things as may be approved in good condition and repair at all times.

25. **INDEMNIFICATION.** Lessee agrees to indemnify and hold Lessor harmless from all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury occasioned by any negligent act by Lessee, its agents, contractors, invitees or employees. If Lessor, without fault on Lessor's part, is made a party to any litigation commenced by or against Lessee in connection with any such claim, Lessee shall pay, and hold Lessor harmless from, all reasonable costs and expenses incurred by Lessor in connection with such litigation.

Lessor agrees to indemnify and hold Lessee harmless from all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury and damage to property in or

about the Building and the Common Areas occasioned by any negligent act by Lessor, or Lessor's agents, contractors or employees. If Lessee, without fault on Lessee's part, is made a party to any litigation commenced by or against Lessor in connection with any such claims, Lessor shall pay, and hold Lessee harmless from, all reasonable costs and expenses incurred by Lessee in connection with such litigation.

26. **NON-WAIVER PROVISION.** The failure of Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

27. **MORTGAGEE'S RIGHTS.** Lessee's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Lessor.

28. **SUBORDINATION TO LESSOR'S MORTGAGE AND ATTORNEY.** Lessor, at Lessor's request, shall subordinate Lessee's interest hereunder in writing to any lien or mortgage now or hereafter placed on the Premises and to all advances made or thereafter to be made upon the security thereof, provided that such lender or mortgagee shall agree in writing that Lessee's rights hereunder shall not be diminished in any way because of such lien or mortgage.

29. **MORTGAGEE'S RIGHTS TO ANNUAL AUDITED FINANCIAL STATEMENTS.** Lessee hereby agrees to provide Lessor's Mortgagee, its successors and/or assigns, i.e., initially Marquette Capital Bank, N.A., annual audited financial statements, as long as Lessor has an obligation to said mortgagee.

30. **SALE OF PREMISES BY LESSOR.** (a) Any sale of said Premises by Lessor shall be subject to all rights of Lessee and Lessor's assigns, if any, hereunder and Lessor shall furnish Lessee with such purchaser's acknowledgment and agreement thereto in writing as a prerequisite of such sale. Lessor shall immediately notify Lessee of any intended sales, foreclosures or other transfers of title, and shall provide Lessee with the effective date of sale and the name, address and telephone number of the purchaser or foreclosure devisee. Lessee shall have the right to withhold rent if there is any dispute between the Lessor and the purchaser or foreclosure devisee of the property as to who should receive such rental payments. Upon all such sales, Lessor shall transfer any and all sums paid by Lessee to Lessor and not accrued against a past liability of Lessee to the purchaser on or before the closing of the sale or transfer of title. In the event that Lessor does not transfer such monies, Lessee shall have the right to refuse to attorn to the purchaser until such transfers are made.

31. **PROPERTY TAXES.** The Lessee shall be responsible for any and all property taxes on subject property.

32. **PARKING.** Lessor agrees to supply Lessee an adequate number of parking spaces (no more than initially being designated) so as to comply with the needs of Lessee as well as comply with all ordinances affecting this issue.

33. **APPLICABLE LAW.** This Lease shall be governed by, and construed in accordance with the laws of the state of Georgia. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

34. INTENTIONALLY DELETED.

44. **SUCCESSORS.** Subject to the restrictions on assignment and subletting set forth above, this Lease and the terms hereof shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns.

45. **TITLES.** The titles and section headings used herein are for purposes of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

46. **COVID PRECAUTIONS.** The Lessee agrees to follow the Center for Disease Control and Prevention Protocol for cleaning and disinfecting the Lessors' facility during the term of and under the terms of the lease described in section 2. See Exhibit "A".

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON THE FOLLOWING PAGE.)

35. **COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS.** Lessee shall be in compliance with all environmental, health and safety laws, rules and regulations, and Lessee is not or shall not be subject to any liability or obligation for remedial action thereunder. No investigation or inquiry by any governmental authority is or shall be pending, or to the knowledge of Lessee, threatened against Lessee with respect to any toxic substance or Hazardous Material as defined herein. No Hazardous Materials are or shall be located on or under or will result from Lessee's properties. Lessee has not caused or permitted and shall not cause any toxic or hazardous waste or substance to be manufactured, generated, stored, transported, or disposed of on or under or released from any of its properties, except for cleaning supplies used in normal quantities in the ordinary course of business. The term "Hazardous Material" shall mean any substance, material or waste which is or becomes regulated by any governmental authority, included, but not limited to: (i) petroleum and petroleum-related products; (ii) polychlorinated biphenyls; (iii) those substances, materials or wastes designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act of any amendments or replacements to these statutes or any similar state statute; (iv) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute or any equivalents; or (v) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any similar state statute; or (vi) any hazardous waste, "hazardous material," "hazardous substance" or "chemical substance or mixture" or similar regulated substances or materials as such phrases are defined in or regulated pursuant to any applicable state or local law, regulation or ordinance governing the generation, storage, discharge, transportation or disposal of the same.

36. **INSURANCE.** The Lessor shall carry hazard insurance to cover the structure located upon the Premises. The Lessee shall be liable for any and all content coverage that they may desire to cover the personal property kept within said structure, or otherwise.

37. **WAIVER OF TRIAL BY JURY.** THE LESSOR AND THE LESSEE EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BETWEEN THE PARTIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR THE LESSEE'S USE AND OCCUPANCY OF THE PREMISES.

38. **AUTHORITY.** Each of the parties hereto represents and warrants that it is authorized to enter into this Lease, that the person executing this Lease on its behalf is duly authorized to execute and deliver this Lease, and that no additional approvals or consent are necessary or required to enter into this Lease.

39. **BROKERS.** Each party represents and warrants that it has not engaged the services of or dealt with any broker, salesperson or other entity who may claim a commission or other payment in conjunction with this Lease. Each party agrees to indemnify, defend and hold the other harmless from and against all loss, damage, claims, costs and expenses (including reasonable attorneys' fees) caused by a breach of the foregoing representation.

40. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between Lessor and Lessee relating to the Premises and supersedes all negotiations, understandings and agreements, written or oral, between the parties. This Lease shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by Lessor and Lessee.

41. **LANDLORD'S LIEN.** Lessor expressly waives any and all rights it may have with respect to any statutory liens or security interests on Lessee's interest in this Lease, and all equipment or removable fixtures of any nature, inventory or other stock in trade, used in connection with Lessee's business on the Premises.

42. **PARTIAL INVALIDITY.** If any provision of this Lease is invalid or unenforceable to any extent, then the remainder of this Lease shall continue in full force and effect and be enforceable to the fullest extent permitted by law.

43. **QUIET ENJOYMENT.** Lessor has the full right, power and authority to lease the Premises to Lessee hereunder. Lessor covenants that Lessee shall have quiet and peaceful possession and enjoyment of the Premises during the term hereof and any renewals thereof.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in duplicate, the day and year first above-written.

LESSOR: FIRST BAPTIST CHURCH OF CHATSWORTH, INC.

BY: Benny J. Dunn (SEAL)
AUTHORIZED REPRESENTATIVE
NAME: Benny J. Dunn

Signed, sealed and delivered in the presence of:

WITNESS
Alma Johnson

WITNESS
Anthony J. Dunn

NOTARY PUBLIC
EXP. DATE: 12/17/22

NOTARY PUBLIC
EXP. DATE: 12/17/22

MURRAY COUNTY, GEORGIA

BY: Greg Hagan (SEAL)
GREG HAGAN, SOLE COMMISSIONER

Signed, sealed and delivered in the presence of:

WITNESS
James Parker

WITNESS
Christy Caporati

NOTARY PUBLIC
EXP. DATE: July 13, 2022

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EXP. DATE: July 13, 2022

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COVID-19

To maximize protection from the Delta variant and prevent possibly spreading it to others, wear a mask indoors in public if you are in an area of substantial or high transmission.

Cleaning and Disinfecting Your Facility

Every Day and When Someone is Sick

Updated June 15, 2021 From

The virus that causes COVID-19 can land on surfaces. It's possible for people to become infected if they touch those surfaces and then touch their nose, mouth, or eyes. In most situations, the risk of infection from touching a surface is low. The most reliable way to prevent infection from surfaces is to regularly wash hands or use hand sanitizer.

Cleaning and disinfecting surfaces can also reduce the risk of infection.

Always follow standard practices and appropriate regulations specific to your type of facility for minimum standards for cleaning and disinfection. This guidance is indicated for buildings in community settings and is not intended for healthcare settings or for other facilities where specific regulations or practices for cleaning and disinfection may apply. Additionally, this guidance only applies to cleaning and disinfection practices to prevent the spread of the virus that causes COVID-19. It does not apply to any cleaning or disinfection needed to prevent the spread of other germs.

When to Clean and When to Disinfect

Cleaning with products containing soap or detergent reduces germs on surfaces by removing contaminants and decreases risk of infection from surfaces.

When no people with confirmed or suspected COVID-19 are known to have been in a space, cleaning once a day is usually enough to sufficiently remove virus that may be on surfaces and help maintain a healthy facility.

Disinfecting (using U.S. Environmental Protection Agency (EPA)'s List N disinfectants [2]) kills any remaining germs on surfaces, which further reduces any risk of spreading infection.

You may want to either clean more frequently or choose to disinfect (in addition to cleaning) in shared spaces if the space is a high traffic area or if certain conditions apply that can increase the risk of infection from touching surfaces:

- High transmission of COVID-19 in your community;
- Low vaccination rates in your community;
- Infrequent use of other prevention measures, such as mask wearing (among unvaccinated people) and hand hygiene; or
- The space is occupied by people at increased risk for severe illness from COVID-19.

If there has been a sick person or someone who tested positive for COVID-19 in your facility within the last 24 hours, you should clean AND disinfect the space.

Routine Cleaning

- If diluting with water is indicated for use, use water at room temperature (unless stated otherwise on the label).
- Label diluted cleaning or disinfectant solutions.
- Store and use chemicals out of the reach of children and pets.
- Do not mix products or chemicals.
- Do not eat, drink, breathe, or inject cleaning and disinfection products into your body or apply directly to your skin. They can cause serious harm.
- Do not wipe or bathe people or pets with any surface cleaning and disinfection products.

See EPA's Six Steps for Safe and Effective Disinfection Use [3]

Alternative Disinfection Methods

- The effectiveness of alternative surface disinfection methods [4], such as ultrasonic waves, high intensity UV radiation, and LED blue light against the virus that causes COVID-19 has not been fully established.
- CDC does not recommend the use of sanitizing tunnels. Currently, there is no evidence that sanitizing tunnels are effective in reducing the spread of COVID-19. Chemicals used in sanitizing tunnels could cause skin, eye, or respiratory irritation or injury.
- In most cases, fogging, fumigation, and wide-area or electrostatic spraying are not recommended as primary methods of surface disinfection and have several safety risks to consider, unless specified as a method of application on the product label.

Clean and Disinfect Specific Types of Surfaces



Soft surfaces such as carpet, rugs, and drapes

- Clean the surface using a product containing soap, detergent, or other type of cleaner appropriate for use on these surfaces.
- Launder items (if possible) according to the manufacturer's instructions. Use the warmest appropriate water setting and dry items completely.
- If you need to disinfect, use a product from EPA List N [2] approved for use on soft surfaces.
- Vacuum as usual.



Laundry such as clothing, towels, and linens

- Use the warmest appropriate water setting and dry items completely.
- It is safe to wash dirty laundry from a person who is sick with other people's items.
- If handling dirty laundry from a person who is sick, wear gloves and a mask.
- Clean clothes hampers or laundry baskets according to guidance for surfaces.
- Wash hands after handling dirty laundry.



Electronics such as tablets, touch screens, keyboards, remote controls, and ATM machines

- Consider putting a wipeable cover on electronics, which makes cleaning and disinfecting easier.

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Develop Your Plan

Determine What Needs to Be Cleaned

Consider the type of surface and how often the surface is touched. Generally, the more people who touch a surface, the higher the risk. Prioritize cleaning high-touch surfaces at least once a day. If the space is a high traffic area, or if certain conditions (listed above) apply, you may choose to clean more frequently or disinfect in addition to cleaning.

Consider the Resources and Equipment Needed

Keep in mind the availability of cleaning products and the personal protective equipment (PPE) appropriate for the cleaners and disinfectants used (as recommended on the product label).



Implement

Clean High-Touch Surfaces

Clean high-touch surfaces at least once a day or as often as determined is necessary. Examples of high-touch surfaces include: pens, counters, shopping carts, tables, doorknobs, light switches, handles, stair rails, elevator buttons, desks, keyboards, phones, toilets, faucets, and sinks.

Protect Yourself and Other Cleaning Staff

- Ensure cleaning staff are trained on proper use of cleaning (and disinfecting, if applicable) products.
- Read the instructions on the product label to determine what safety precautions are necessary while using the product. This could include PPE (such as gloves, glasses, or goggles), additional ventilation, or other precautions.
- Wash your hands with soap and water for 20 seconds after cleaning. Be sure to wash your hands immediately after removing gloves.
 - If hands are visibly dirty, always wash hands with soap and water.
 - If soap and water are not available and hands are not visibly dirty, use an alcohol-based hand sanitizer that contains at least 60% alcohol, and wash with soap and water as soon as you can.
- Special considerations should be made for people with asthma. Some cleaning and disinfection products can trigger asthma. Learn more about reducing your chance of an asthma attack while disinfecting to prevent COVID-19.

Disinfect Safely When Needed

If you determine that regular disinfection may be needed

- If your disinfectant product label does not specify that it can be used for both cleaning and disinfection, clean visibly dirty surfaces with soap or detergent before disinfection.
- Use a disinfectant product from the EPA List N [2] that is effective against COVID-19. Check that the EPA Registration number [5] on the product matches the registration number in the List N search tool. See Tip on using the List N Tool [2].
 - If products on EPA List N Disinfectants for Coronavirus (COVID-19) [2] are not available, Elexach solutions can be used if appropriate for the surface.
- Always follow the directions on the label to ensure safe and effective use of the product. The label will include safety information and application instructions. Keep disinfectants out of the reach of children. Many products recommend keeping the surface wet with a disinfectant for a certain period (see "contact time" on the product label).
 - Check the product label to see what PPE (such as gloves, glasses, or goggles) is required based on potential hazards.
 - Ensure adequate ventilation (for example, open windows).
 - Use only the amount recommended on the label.

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Outdoor areas

- Spraying cleaning products or disinfectants in outdoor areas – such as on sidewalks, roads, or groundcover – is not necessary, effective, or recommended.
- High-touch surfaces made of plastic or metal, such as grab bars, play structures, and railings, should be cleaned regularly.
- Cleaning and disinfection of wooden surfaces (such as wood play structures, benches, tables) or groundcovers (such as mulch and sand) is not recommended.

Clean and Disinfect Your Facility When Someone is Sick



If there has been a sick person or someone who tested positive for COVID-19 in your facility within the last 24 hours, you should clean and disinfect the spaces they occupied.

Before cleaning and disinfecting

- Close off areas used by the person who is sick and do not use those areas until after cleaning and disinfecting.
- Wait as long as possible (at least several hours) before you clean and disinfect.

While cleaning and disinfecting

- Open doors and windows and use fans or HVAC (heating, ventilation, and air conditioning) settings to increase air circulation in the area.
- Use products from EPA List N [2] according to the instructions on the product label.
- Wear a mask and gloves while cleaning and disinfecting.
- Focus on the immediate areas occupied by the person who is sick or diagnosed with COVID-19 unless they have already been cleaned and disinfecting.
- Vacuum the space if needed. Use a vacuum equipped with high-efficiency particulate air (HEPA) filter and bags, if available.
 - While vacuuming, temporarily turn off in-room, window-mounted, or on-wall recirculation heating, ventilation, and air conditioning systems to avoid contamination of HVAC units.
 - Do NOT deactivate central HVAC systems. These systems provide better filtration capabilities and introduce outdoor air into the areas that they serve.
- It is safe to wash dirty laundry from a person who is sick with COVID-19 with other people's items, if needed.
- Ensure safe and correct use and storage of cleaning and disinfectant products, including storing such products securely and using PPE needed for the cleaning and disinfection products.

If less than 24 hours have passed since the person who is sick or diagnosed with COVID-19 has been in the space, clean and disinfect the space.

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If more than 24 hours have passed since the person who is sick or diagnosed with COVID-19 has been in the space, cleaning is enough. You may choose to also disinfect depending on certain conditions or everyday practices required by your facility.

If more than 3 days have passed since the person who is sick or diagnosed with COVID-19 has been in the space, no additional cleaning (beyond regular cleaning practices) is needed.

Additional Considerations for Employers and Facility Operators



- Educate workers who clean, wash laundry, and pick up trash to recognize the symptoms of COVID-19.
- Develop policies to protect and train workers before assigning cleaning and disinfecting tasks.
 - To protect workers from hazardous chemicals, training should include when to use PPE, what PPE is necessary (refer to Safety Data Sheet for specific cleaning and disinfection products), how to properly put on, use, and take off PPE, and how to properly dispose of PPE.
- Ensure workers are trained to read labels on the hazards of the cleaning and disinfecting chemicals used in the workplace according to OSHA's Hazard Communication standard (29 CFR 1910.1200 [2]).
- Comply with OSHA's standards on Bloodborne Pathogens (29 CFR 1910.1030 [2]), including proper disposal of regulated waste, and PPE (29 CFR 1910.132 [2]).

This guidance is indicated for cleaning and disinfecting buildings in community settings to reduce the risk of COVID-19 spreading. This guidance is **not** intended for healthcare settings or for operators of facilities such as food and agricultural production or processing workplace settings, manufacturing workplace settings, or food preparation and food service areas where specific regulations or practices for cleaning and disinfection may apply.

More Information

Cleaning and Disinfecting Transport Vehicles

Guidance for Reopening Buildings After Prolonged Shutdown or Reduced Operation

Building Ventilation

Last updated June 15, 2021

E. American Rescue Plan Act: Overview (documents are stored in the 2021 Auxiliary Files)

**Murray County Commissioner Meeting
Tuesday September 7, 2021**

**American Rescue Plan Act
State and Local Coronavirus Fiscal Recovery**

- Murray County received \$3,894,089 on September 2, 2021
- Murray County will receive another \$3,894,089 in one year
- Period covered March 3, 2021 thru December 31, 2024
- The funds can be used for:
 - Supporting public health expenditures
 - PPEs
 - Capital investments in public facilities (e.g., jail) for pandemic operational needs
 - Ventilation (HVAC) improvements in key settings
 - Payroll and benefits for public safety COVID-19 response
 - Investments in water and sewer infrastructure
 - Investments in broadband infrastructure

Resources for more information:

www.treasury.gov/SLFRP

<https://home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf>

<https://home.treasury.gov/policy-issues/coronavirus>

ADJOURNMENT:

Executed this 7th day of September 2021

ATTEST:

Tommy Parker, County Clerk

Greg Hogan, Commissioner

**In Attendance: Greg Hogan, Tommy Parker, Billy Childers, Anthony Noles, Hugh Wilkins,
Johnny Nguyen, Jimmy Espy**