

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles D. Rousseau
Charles W. Oddo



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



AGENDA

August 14, 2025
5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

OFFICIAL SESSION:

Call to Order
Invocation and Pledge of Allegiance by Chairman Lee Hearn
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. Consideration of staff's recommendation to approve a new 2021 Retail Alcohol Beer and Wine License (M25-04038) for Dhruv Patel, Fayetteville Chevron Foodmart 15 Inc, doing business as Fayetteville Chevron Foodmart, which is located at 1488 Hwy 92 N, Fayetteville, GA 30214. (pages 3-38)

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

2. Acknowledgment of / and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury. (pages 39-44)
3. Approval of July 24, 2025 Board of Commissioners Meeting Minutes. (pages 45-49)

OLD BUSINESS

NEW BUSINESS:

4. Request to award Bid #2593-B, Contract #26001-S, Medic Trucks, to Frazer, Ltd. for two new (2) Medic Trucks in the amount of \$821,744.00 and an additional \$222,000.00 for equipment for a total of \$1,043,744.00; for project P23AE. (pages 50-57)

5. Request to award Contract #2576-S; Sages Plan Review, Permitting and Inspection Software to Sages Network Inc. contract for a five-year term, ending June 30, 2030 at an annual cost of \$130,000, for a total five-year contract value of \$650,000. (pages 58-62)
6. Request to approve Ordinance 2025-03 to amend Fayette County Code of Ordinance Chapter 18 - PARKS AND RECREATION, regarding applicability of provisions, providing parking fees for Lake Kedron, and providing minor revisions to existing language. (pages 63-85)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Page 3 of 85

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to approve a new 2021 Retail Alcohol Beer and Wine License (M25-04038) for Dhruv Patel, Fayetteville Chevron Foodmart 15 Inc, doing business as Fayetteville Chevron Foodmart, which is located at 1488 Hwy 92 N, Fayetteville, GA 30214.

Background/History/Details:

The applicant submitted an application to be reviewed and approved by county staff.

The applicant has met all requirements per the Fayette County Code of Ordinances.

The applicant has been approved by the following departments: Code Enforcement, Fire Marshal Office, and the Planning and Zoning Department.

There are no outstanding violations prohibiting this applicant from consideration before the Board of Commissioners.

What action are you seeking from the Board of Commissioners?

Consideration of staff's recommendation to approve a new 2021 Retail Alcohol Beer and Wine License (M25-04038) for Dhruv Patel, Fayetteville Chevron Foodmart 15 Inc, doing business as Fayetteville Chevron Foodmart, which is located at 1488 Hwy 92 N, Fayetteville, GA 30214.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Supporting Documentation Check List

Please make sure all information requested is complete and included with the application packet before continuing to the departmental approval.

- ☒ Completed Application
- ☒ Certified Survey Showing a Scaled Drawing of Location Showing Distances Required by Ordinance.
- ☒ Copy of Property Deed or Lease
- ☒ Copy of State Alcohol License
- ☒ Copy of Georgia Secretary of State Registration
- Went have until local is complete*

Departmental Approval for Alcohol Permits

Make sure to have the completed application and all required information before beginning the approval process.

1. Planning and Zoning Department - Suite 202 - 770-305-5421

Print Name: MILICA COLIBRIS

Reviewed By: [Signature] Approved: X Denied: N/A:

Date: 27 June 2025

2. Fire Marshal's Office - Suite 214 - 770-305-5414

Print Name: Vernon Piper

Reviewed By: [Signature] Approved: X Denied: N/A:

Date: 6/26/25

3. Marshal's Office - Suite 205 - 770-320-6070

Print Name: Brian Hitchcock Fingerprints: ✓

Reviewed By: B. Hitchcock OTC: ✓

Date: 7-8-2025 Approved: Denied: N/A:

Case Number: MIS 04038

Alcoholic Beverage License Application

Fee Schedule

<u>Retail Package Sales</u> (Due at license issuance) <input checked="" type="checkbox"/> Beer/Wine - \$1,000.00 <input type="checkbox"/> Beer Only - \$750.00 <input type="checkbox"/> Wine Only - \$400.00	<u>On-Premise Sales</u> (Due at license issuance) <input type="checkbox"/> Spirits/Beer/Wine - \$2,500.00 <input type="checkbox"/> Distilled Spirits - \$1,500.00 <input type="checkbox"/> Beer/ Wine - \$1,000.00 <input type="checkbox"/> Beer Only - \$750.00 <input type="checkbox"/> Wine Only - \$400.00
<u>Alcohol Beverage Caterer</u> (Due at license issuance) <input type="checkbox"/> Annual - \$250.00 <input type="checkbox"/> Beer/Spirit/Wine - \$75.00 per event <input type="checkbox"/> Distilled Spirits - \$50.00 per event <input type="checkbox"/> Beer/Wine - \$25.00 per event	<u>Wholesaler</u> (Due at license issuance) <input type="checkbox"/> Distilled Spirit - \$1000.00 <input type="checkbox"/> Malt/Wine - \$250.00
<u>Other Fee</u> (Due with completed application) <input type="checkbox"/> Administrative/Investigative fee - \$200.00 <input type="checkbox"/> Fingerprint Fee - \$44.25	

Fees may be paid by cash (exact change only), card (a processing fee may be charged), or check.

Please return the complete application packet and corresponding documents to the:

Fayette County Marshal's Office
 140 West Stonewall Ave.
 Suite 205
 Fayetteville, GA 30214
 770-305-5417
 (Tuesday and Thursday 8 am to 11 am)

Approved: _____ Not Approved: _____ Signature: _____ Date: _____

Alcoholic Beverage Permit Application

1. Occupational Tax Number: 9620
2. Trade name of the business for which license is applied:
FAYETTEVILLE CHEVRON Foodmart IS INC
3. Business Name and Store Number: FAYETTEVILLE Chevron Foodmart
4. Business Street Address: 1488 HWY 92 NORTH
 City: FAYETTEVILLE State: GA Zip: 30214
5. Business Mailing Address: 1488 HWY 92 NORTH
 City: FAYETTEVILLE State: GA Zip: 30214
6. Business Phone Number: 770 306 0071
7. Business Email Address: 92CHEVRON@GMAIL.COM

8. Names and address of each person, firm, and corporation having any ownership interest in business and the amounts of such interest:

DHRUV PATEL 707 APPROACH DR, PEARLREE CITY, GA 30269 100%

Name	Residence	Interest
<u>DHRUV PATEL</u>	<u>707 APPROACH DR, PEARLREE CITY, GA 30269</u>	<u>100%</u>

9. How much of the capital of this business is borrowed and from where?

Amount	Lender	Interest
<u>0/0</u>		

10. Will this business be owned by the applicant as a sole proprietorship? YES

11. If this business will be owned in whole or in part by a partnership, list the names and addresses of all general partners.

Name	Residence	Interest
21		

Name	Residence	Interest

Name	Residence	Interest

12. If this business is operated by a close corporation list names and addresses of all officers, directors, and stockholders, as well as the names and addresses of the permit holder and/or representative.

Name	Residence	Title
21		

Name	Residence	Title

Name	Residence	Title

13. If the business is operated by a corporation, other than a close corporation, list the name of the corporation, the address of the corporate office the name and address of the registered agent, and the name and address of the permit older and/or representative:

21

14. Has the applicant and/or licensee ever had its/his/her license to sell alcoholic beverages suspended during the past five years or revoked by any state or political subdivision hereof?

NO

15. Is the applicant the owner of the building where business is to be conducted? NO

16. Is the applicant the landowner of where the business is to be conducted? NO

17. If the answer is no to either question, state whether you lease, sub-lease, and/or rent the building and whether you lease, or sub-lease the land or both. LEASE

18. Has the applicant entered into an agreement or contract with either the owner or owners, leasers, or sub-leasers for either the building or land or both, which provides for the payment of rent on a percentage or profit-sharing basis? _____

19. If the property is not owned by the applicant, state the full name and address of the owner of the building and land where the tourist accommodation will be conducted. State the name and address of all leasers and sub-leasers.

20. Name the manager of the business for which the application is filed and state how he/she is compensated.

DHRUV PATEL 707 APPROACH DR. PEARLINE CITY GA 30264 100%

Name	Residence	Interest
<u>Southern</u>		
Compensation		

21. Has any place of business engaged in the sale of distilled spirits, wine, or beer with which you have been associated ever been cited or charged at any time with any violation of Georgia law or federal law or municipal law, or any rule or regulation or ordinance concerning the sale of such products?

<u>N/A</u>	<u>N/A</u>		
Date	Authority Issuing Citation	Violation	Result
<u>N/A</u>	<u>N/A</u>		
Date	Authority Issuing Citation	Violation	Result
<u>N/A</u>	<u>N/A</u>		
Date	Authority Issuing Citation	Violation	Result
<u>N/A</u>	<u>N/A</u>		
Date	Authority Issuing Citation	Violation	Result

Licensee/Operator Information1. Last Name PATEL First DHRUV Middle _____

2. List maiden name and all married names: _____

3. Age 22 Date of Birth 12/03 Social Security Number [REDACTED]4. Place of Birth CITY Elk Grove Village State IL Country USA5. US Citizen Yes ☒ No ☐ Alien Registration # _____

6. Date and Port of Entry _____

7. If naturalized, when? n/a

8. Business name to be permitted _____

Business Address 1488 HWY 92 NORTHCity FAYETTEVILLE State GA Zip 302149. Position at place of employment GENERAL MANAGER / OWNER10. Personal Telephone Number: [REDACTED]11. Personal Email Address: [REDACTED]12. Home Address: 707 APPROACH DRCity: PEACHTREE CITY State: GA Zip: 3026913. Mailing Address: same as above

City: _____ State: _____ Zip: _____

14. Resident of PEACHTREE CITY County FAYETTE State GA15. Is the above address your bona fide place of domicile? YES16. How long have you lived there? 6 YEARS

17. If less than ten years, give your previous address and the length of time you resided at said address.

255 OTTER CIRFAYETTEVILLE, GA 30215

Criminal History

Do not sign unless in the presence of a notary.

In the spaces provided below, list all convictions including pleas of nolo contendere, first offender, forfeiture of bond, etc., for any felony or misdemeanor, crimes of moral turpitude, gambling, sexual offenses, assault, battery, family violence, or illegal drugs within the five years prior to the date of application:

	<i>Date of Offense</i>	<i>Place of Offense</i>	<i>Type</i>	<i>Disposition</i>
1.				
2.				
3.				

If additional space is required, attach a sheet with the additional offenses and information.

Under Georgia Criminal Code Section 16-10-20, any person who knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or device, makes a false, fictitious, or fraudulent statement or representation, shall, upon conviction, therefore, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one year nor more than five years, or both.

I have read and understand that any falsehood or half-truth submitted in this application is a felony and will render me ineligible to receive an alcoholic beverage license in this County. I also understand that any falsehood or half-truth discovered by investigators during the term of this permit (which is one year from the date of the application) is grounds for its revocation and my subsequent prosecution.

I hereby authorize the Fayette County Marshal's Office to receive any criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.


Signature of Applicant

5/21/25
Date

Sworn and subscribed before me this 21st day of May, 2025



Notary

Bernardo Sellers
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 03/15/2026

Verification

Do not sign unless in the presence of a notary.

I, DHRUV PATEL, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a Fayette County Alcoholic Beverage License are true, and no false or fraudulent statement or answer is made therein to procure the granting of such permit.


Applicant's Signature

I certify that the above signed has provided me with proper documentation as verification of his/her identity. I also certify that he/she signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and under oath administered by me, has sworn that said statements and answers are true.

This: 21st day of: May, 2025.

(Affix Seal)

Bernardo Sellers
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 03/15/2026


Notary Public

Bernardo Sellers
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 03/15/2026

Alcoholic Beverage Ordinance

- My signature acknowledges that I have read and understand the Fayette County Alcoholic Beverage Ordinance.
- It is my responsibility to know its content.
- This ordinance is strictly enforced.

Should you have any questions, please call this office at 770-305-5417.



Applicant's Signature



Fayette County Sheriff's Office

BARRY H. BABB
SHERIFF

Randall Johnson Law
Enforcement Center
155 Johnson Avenue
Fayetteville, Georgia 30214
(770) 461-6353
EMERGENCY: 9-1-1

AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize the Fayette County Sheriff's Office to receive any Georgia criminal history record information obtained through the Georgia Crime Information Center (G.C.I.C.) All information must be completely filled out.

Patel Dhruv _____
 LAST FIRST MIDDLE MAIDEN
707 Apex Drive Peachtree City Georgia 30269
 STREET ADDRESS CITY STATE ZIP
 [REDACTED] 2005 [REDACTED] [REDACTED]
 BIRTH SEX S Y ER

RACE: ☐ AMERICAN INDIAN ☒ ASIAN ☐ BLACK ☐ WHITE

(Per GCIC/NCIC guidelines, only the above races will be accepted for Criminal History purposes by the Georgia Crime Information Center.)

Name the person and company/organization that will be receiving this information.

Please check N/A if this does not apply.

codeviolations@fayettecountyga.gov

Fayette County Marshal's Office

Name of Requestor

Name of Company/Organization

N/A

Please check all that applies:

- ☐ Employment/volunteer work with children (Purpose code 'W')
☐ Employment/volunteer work with elder care (Purpose code 'N')
☐ Employment/volunteer work with mentally disabled (Purpose code 'M')

One of the following must be checked:

- ☒ This authorization is valid for 90/180/____ (circle one) days from date of signature.
☐ I, Dhruv Patel give consent to the above named to perform periodic criminal history background checks for the duration of my employment with this company.

SIGNATURE _____

DATE

6-26-25



Payment Receipt #024472

6/26/2025

Fayette County

Druhn Patel

140 Stonewall Ave. West, Suite 201, Fayetteville,

Georgia, 30214

Item	Amount
Alcohol License Fee	\$244.25

Total **\$244.25**

Transaction Method:**Check Number:**

Check

363

Check Date:**Bank Name:**

6/26/2025

Regions Bank

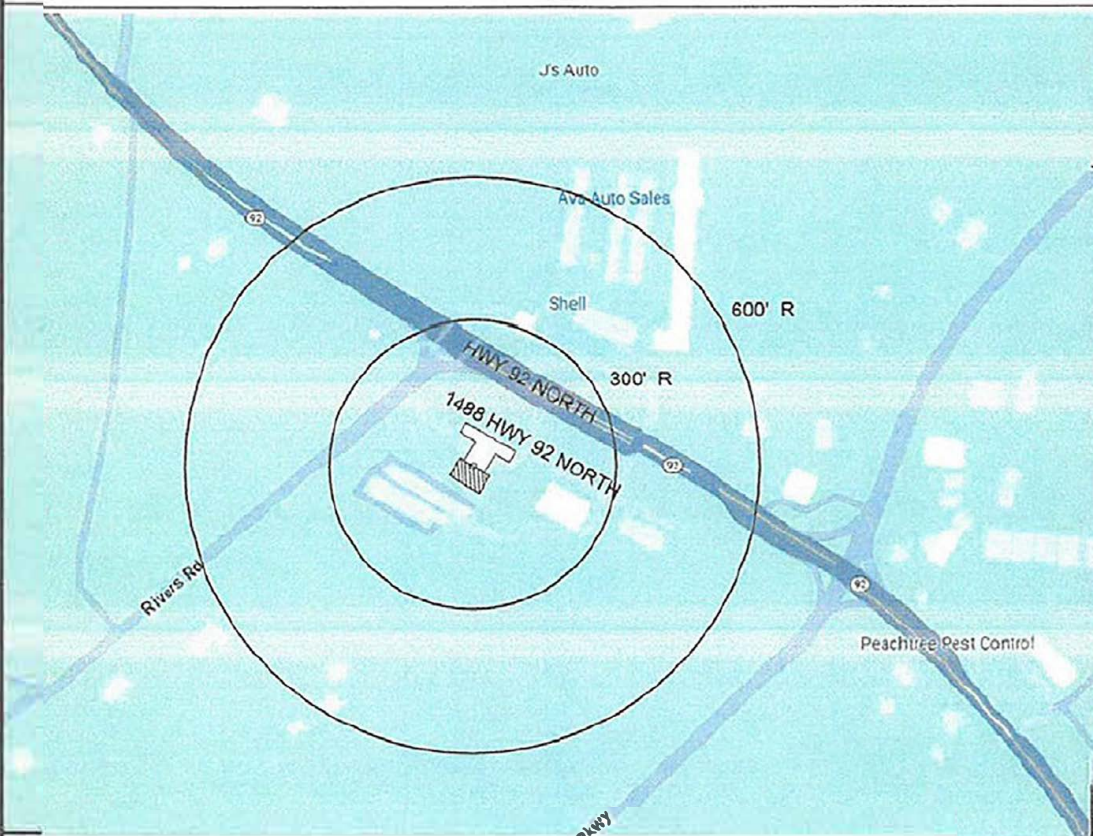
Notes*For Misc. Payments - CE Application #MISC-06-2025-089713**M25-04038**Generated on Jun 26, 2025 @ 10:59 AM*

Fingerprints and
Georgia Criminal History

ATLANTA ENGINEERING SERVICES, INC. HAS NOT
PERFORMED A BOUNDARY LINE SURVEY AS PER
THE GEORGIA PLAT ACT OF C.G.A. 15-6-87.

ATLANTA ENGINEERING SERVICES

918 HOLCOMB BRIDGE ROAD, SUITE 201
ROSWELL, GEORGIA 30076
PHONE: 770-316-1720



DISTANCE MEASUREMENTS:

SCHOOL OR SCHOOL GROUNDS: NORTH FAYETTE COUNTY
609 KENWOOD ROAD, FAYETTEVILLE, GA 30214
12.67 MILES TO SCHOOL GROUNDS MEASURED DIRECT
ROUTE OF TRAVEL

CHURCH: MOUNT OLIVE BAPTIST CHURCH
1565 GA-92 N, FAYETTEVILLE, GA 30214
880 YARDS MEASURED IN A DIRECT ROUTE OF TRAVEL

RESIDENTIAL:
132 RIVERS RD, FAYETTEVILLE, GA 30214
322 YARDS MEASURED IN A DIRECT ROUTE OF TRAVEL

DAYCARE: KID CITY LEARNING CT:
7490 OLD NATIONAL HWY, RIVERDALE, GA 30296
3.41 MILES MEASURED IN A DIRECT ROUTE OF TRAVEL

PACKAGE STORE: GA WORLD OF BEVERAGE
8455 SENOIA ROAD, FAYETTEVILLE, GA 30213
4.6 MILES MEASURED IN A DIRECT ROUTE OF TRAVEL

ALCOHOLIC TREATMENT CENTER:
INSIGHT PROGRAM
1139 SENOIA ROAD, FAYETTEVILLE, GA 30165
7.1 MILES MEASURED IN A DIRECT ROUTE OF TRAVEL

COLLEGE: GEORGIA MILITARY COLLEGE
320 NW BROAD ST, FAIRBURN, GA 30213
6.0 MILES MEASURED IN A DIRECT ROUTE OF TRAVEL

PUBLIC HOUSING: FAIRBURN HOUSING AUTHORITY
152 GRANT ST, FAIRBURN, GA 30213
5.8 MILES MEASURED IN A DIRECT ROUTE OF TRAVEL

ALCOHOLIC LICENSE SURVEY FOR:

OWNER: **DHRUV PATEL**
1488 HWY 92 NORTH
FAYETTEVILLE, GA 30214

Business name: FAYETTEVILLE CHEVRON FOODMART 15
Site Address: 1488 HWY 92 NORTH
FAYETTEVILLE, GA 30214

FAYETTE COUNTY
STATE OF GEORGIA

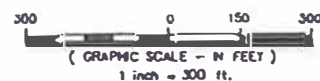
JOB. NO. 2025-3645
SCALE: AS NOTED
DWN BY: ELA
FIELD WORK: 08-20-2025
DATE DRAFTED: 08-24-2025
REVISION:



NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY ATLANTA ENGINEERING SERVICES
INC. OR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING BUT NOT LIMITED TO
USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER
PERSON NOT LISTED IN CERTIFICATION EITHER DIRECTLY OR INDIRECTLY

GENERAL NOTES

1. THIS MAP IS A SPECIAL PURPOSE MAP INTENDED FOR SOLE USE
OF THE OWNER
2. ALL MATTERS OF TITLE ARE ACCEPTED
3. THIS PLAT IS NOT FOR RECORDING.
4. EQUIPMENT USED FOR MEASUREMENTS: SURVEY MEASURING
WHEEL AND GOOGLE EARTH
5. DISTANCES ARE MEASURED IN THE MOST DIRECT ROUTE OF TRAVEL



LEASE AND OPERATING AGREEMENT

INTRODUCTION

THIS LEASE IS MADE this 1st day of May, 2025 and between FAYETTEVILLE CHEVRON FOODMART LLC, hereinafter referred to as the LESSOR, and FAYETTEVILLE CHEVRON FOODMART 15 INC, hereinafter referred to as the LESSEE.

ARTICLE I

DESCRIPTION OF PROPERTY LEASED

1.01 *Street Address and Legal Description.* The Lessor does hereby demise, lease, and let unto the Lessee the land, building, and appurtenances thereunto belonging, located in Fayette County, Georgia, being known as 1488 Hwy 92N, Fayetteville, GA 30214 (hereinafter sometimes referred to as the "Land").

ARTICLE II

TERM

2.01 *Commencement.* The term of this Lease shall commence on 1st day of May, 2025 (the "Commencement Date").

2.02 *Expiration.* The term of this Lease shall be for 10 years from the Commencement Date.

ARTICLE ID

RENTALS

3.01 *Basic Rent.* Lessee shall pay to the Lessor Basic Rent in the monthly amount of the sum equal to ONE HUNDRED AND 00/100 DOLLARS (\$100.00). If the Commencement Date is on a day other than the first day of a calendar month, the rent for the balance of the month in which the Commencement Date occurs shall be payable by the Lessee on the Commencement Date at a daily rate based upon the monthly rent.

3.02 *Additional Rent.* Lessee shall also pay as Additional Rent, all impositions, costs, expenses, liabilities, obligations, and other payments which Lessee assumes or agrees to pay in any of the terms of this Lease. If Lessor, at its option, pays or performs any obligations of Lessee, such money expended by Lessor shall be deemed additional rental due from Lessee to Lessor, and shall be a demand obligation due to Lessor with interest at the rate of ten (10%) percent per annum or the prime rate of interest as quoted in the Wall Street Journal on the last day of

each month (the "Prime Rate") whichever is greater. Interest shall accrue from the date when the additional rentals become due until fully paid.

3.03 *Late Payment Penalty.* Any installment of Basic Rent which is not paid on the date due shall bear interest at the rate of ten (10%) percent per annum or the Prime Rate, whichever is greater. Interest shall accrue from the date when the rental installment is due until fully paid, without demand or notice to Lessee.

3.04 *Method of Payment.* All installments of rent shall be paid to Lessor or pursuant to its written order. In the absence of a contrary direction, all payments shall be made to the order of Lessor at its address stated in the Introduction of this Agreement

3.05 *Net Net Rental.* The Basic Rent shall be absolutely net net to Lessor. The Lessee shall perform all maintenance and repairs of the entire leased premises, shall pay all of the general real estate taxes, assessments, and other special assessments, and any interest or penalty thereon, and shall pay all license fees, permit fees, impositions, costs, utility expenses, and all other liabilities and obligations arising out of the demised premise¹, as provided herein. The Lessor shall receive the Basic Rent monthly, free of any deduction, charges, or expenses. Such rent shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction, or defense.

3.06 *No Abatement* Lessee shall not be entitled to quit, terminate surrender this Lease, and shall not be relieved from its obligations to pay rent or from any of its, other obligations under this Lease by reason of:

- (a) Any prohibition of the use of the Property for any purpose by law, ordinance, governmental regulation, governmental action, or injunction;
- (b) Eviction by title paramount; or
- (c) Damage to or destruction of any portion or all of the building (except provided in Article VI).

ARTICLE IV

TAXES AND ASSESSMENTS

4.01 *Time of Payment.* Lessee shall pay all taxes, assessments, special assessments, and other impositions as they become due in a timely manner before any fine, penalty, interest, or other cost is added for non-payment or late payment.

4.02 *Description of Impositions.* The impositions which are Lessee's obligation to be paid as provided in Section 4.01 include, but are not limited by reason of this enumeration, the following items:

- (a) All real estate taxes;
- (b) All assessments and special assessments levied, confirmed, or imposed upon the Land which may become a lien upon the Land of the building during the term of this Lease;
- (c) Any tax pertaining to the occupancy, use, or possession of the Land, the building, or any part thereof;
- (d) Rent taxes;
- (e) Gross receipt taxes;
- (f) Water, sewer, and other utility rates and charges;
- (g) License fees, permit fees, other authorization fees, or driveway permit fees.

However, Lessee shall not be responsible for any municipal, state, or federal taxes assessed against Lessor, or for any municipal, state, or federal capital levy, estate, succession, inheritance, transfer, or franchise taxes of Lessor, or for any income, profits or revenue tax, assessment or charge imposed upon the rent received as such by Lessor under this Lease, unless such taxes are specifically levied against the income of Lessor which is derived from the rent due under this Lease, expressly or by implication, which constitutes a specific substitute for real estate taxes in whole or in part upon the Land. If the amount or rate of any such income or excess profits tax so levied against the income of Lessor as a specific substitute for the taxes on the Land shall be increased by reason of any other income received or property owned by the Lessor, then the Lessee shall not be obligated to pay such increased amount, but is only obligated to pay that portion of the tax as Lessor would be obligated to pay if it derived no income from any source other than the Land.

4.03 *Pro-Rations.* Any imposition relating to a fiscal period of any taxing authority which is included within the term of this Lease shall be adjusted between Lessor and Lessee as of the termination of this Lease. Lessor shall pay that proportion of such imposition which is attributable to the period of time after the termination of this Lease and the Lessee shall pay the remainder thereof.

4.04 *Proof of Payment.* Lessee shall furnish Lessor with photostatic copies of receipted bills for all impositions which are the obligation of Lessee. Such proof shall be furnished within ten days after the date that any fine, penalty, interest, or cost may be added to such imposition for non-payment.

4.05 *Contests.* Lessee may if it shall so desire, contest the validity or amount of any imposition by appropriate legal proceeding so long as such proceeding operates to prevent the

collection of the imposition so contested, or the sale of the Land or any part thereof, to satisfy the same and Lessee shall have deposited with a bank or trust company acceptable to Lessor an amount sufficient to pay such contested imposition together with interest and penalties reasonably estimated by Lessor to be due from time to time.

4.06 *Refunds.* Lessee shall have the right, at its sole expense, to institute and prosecute suit to recover any tax or imposition paid by Lessee under protest in Lessor's name. In such event, Lessee agrees to indemnify and hold Lessor harmless from and against all costs, charges, and liabilities in connection with such suit.

ARTICLE V

USE, MAINTENANCE AND ALTERATIONS

5.01 *No Warranties.* Lessee has leased the Land after a full and complete examination thereof including its present uses and non-uses. Lessee accepts the same without any representation or warranty, expressed or implied, in fact, or in law, by Lessor as to the nature, condition, or usability to which it may be put. Provided, this Paragraph shall not limit Lessor's obligations under Article XV.

5.02 *Uses.* Lessee shall have a right to use the Land for any legal purpose. Lessee shall not use or suffer or permit anyone claiming under Lessee to use the Land for any unlawful purpose or suffer or permit any condition to occur or exist which will injure the reputation of the land.

5.03 *Maintenance.* Lessee shall take good care of the Land and the improvements, both interior and exterior, and maintain in good order (including, but without limitation because of this enumeration) all water pipes, gas pipes, sewer pipes, and drain and plumbing equipment, fixtures, structures, off-site improvements, asphalt, and other surfacing, driveways, and approaches, and all-electric wiring, lighting and electrical fixtures and equipment, heating units, and equipment, and at its expense make or cause to be made all necessary repairs thereto.

The Land and building will be kept in a clean and wholesome condition and the Lessee will fully comply with all health, police, zoning, and building regulations. Lessee will keep all sidewalks and areas adjacent thereto and all areas of the building safe, secure, and in compliance with the requirements of any governmental authority. Lessee will make all additions, improvements, alterations, and repairs on the Land and building, including the appurtenances and equipment, required by any lawful authorities which may be made necessary by the act or neglect of any person, corporation, or entity. Lessee will strengthen the foundations of any building at any time situated on the ground on the Land.

Lessee will keep Lessor harmless and indemnified at all times against any loss, damage, cost, or expense by reason of the failure to do any of the foregoing or by reason of any accident, loss, or damage resulting to persons or property from any use which may be made of the Land or building or by reason of or growing out of any act or thing done or omitted to be done or any occurrence upon the Land including reasonable attorney's fees and costs of defense incurred by Lessor. Lessee will further indemnify Lessor from any damage which may be sustained by adjoining property or adjoining owners or other persons or property in connection with any remodeling, altering, or repairing of any building or buildings on the Land or the erection of any new building or buildings thereon.

5.04 *Fixtures.* All of the buildings, improvements, and off-site improvements installed or placed on the premises by the Lessee at any time after the execution or during the term of this Lease, including all alterations and repairs, are to become part of the realty and remain on the leased premises at the expiration of this Lease, or any extension or renewal thereof. Any of Lessee's trade fixtures and equipment and other personal property installed on said premises by the Lessee must be removed by Lessee within fifteen (15) days after termination of this Lease or any extension or renewal thereof. If the Lessee fails to so remove such trade fixtures, equipment, and other personal property, the same shall become and remain the property of the Lessor.

5.05 *No Waste.* Lessee will not do, permit, or suffer any waste of the land or building. Lessee will not permit said premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building, increase the fire hazard of said building, or disturb the tenants of such building, or neighborhood. Lessee will not permit the premises to be used for any purpose or in any manner that would cause structural injury to the improvements or cause the value or usefulness of the leased premises, or any part thereof to diminish. Lessee will not allow any signs, cards or placards to be posted placed thereon, or permit any alteration thereof, or addition to any part of said premises, except by written consent of Lessor. All alterations and additions to said premises shall remain for the benefit of Lessor unless otherwise provided in the consent. All elevators, hydraulic lifts, or other equipment in or about said premises shall be operated solely at Lessee's risk.

5.06 *Alterations.* Lessee shall have the right to make, all its sole cost and expense unless otherwise agreed in writing with Lessor, additions, alterations, and changes (hereafter referred to as ("Alterations")) in or to the Land and building provided that DO Alterations involving an expenditure in excess of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) shall be made without the prior written consent of Lessor. In no event shall such alterations change the general character of the Land and building as of the date of this Lease or reduce the rental value of the Land. Any alterations by Lessee shall be made in a good and workmanlike manner

and in compliance with all applicable permits and authorizations under building, zoning, and other laws. The Land shall be kept at all times free and clear of liens for labor and material supplied to the Land or building for Alterations. Lessee shall not make any structural changes or Alterations exceeding a reasonably estimated cost of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) unless before any such work commences:

- (a) Plans and specifications prepared by a reputable architect, licensed by the State in which the Land is located, shall have been submitted to and approved by Lessor, which approval will not be unreasonably withheld;
- (b) Lessee shall have furnished to Lessor an estimate of the cost of the proposed work, certified by the architect by whom such plans and specifications have been prepared; and
- (c) Lessee shall, upon request of Lessor, have furnished to Lessor a bond on which either Lessee shall be principal or a surety company authorized to do business in the State in which the Land is located and satisfactory to Lessor shall be surety. This bond shall be in a form satisfactory to Lessor conditioned upon the completion and payment in full for such work within a reasonable time, subject to delays occasioned by strikes, lockouts, Acts of God, governmental restrictions, or similar causes beyond the control of Lessee. In lieu of such bond, and at Lessor's sole discretion, Lessee may furnish other security such as an unconditional Letter of Credit to Lessor to ensure payment for and completion of all work free and clear of liens.

5.07 *Lessor's Right of Examination.* Lessor may enter upon the Land or building or any part thereof for the purpose of ascertaining the condition of the premises and whether Lessee is observing and performing the obligations assumed by it under this Lease. Where Lessee shall fail, after written notice, to make repairs or perform work required of Lessee hereunder, Lessor shall also have the right to enter upon the Land and building for the purpose of doing such work. In such event, Lessee shall pay, upon demand, the cost to the beneficiaries of Lessor of such repairs as additional rent. Nothing contained herein shall impose or imply any duty on the part of Lessor to make any such repairs or perform any such work.

ARTICLE VI

DAMAGE OR DESTRUCTION TO BUILDING

6.01 *Damage or Destruction.* In case of damage to or destruction of the building by fire or other casualty, Lessee will promptly at its own expense, repair, restore, or rebuild the same so that upon completion of such repairs, restoration, or rebuilding, the market value and

rental value of the building shall be substantially equal to the market value and rental value thereof immediately prior to the happening of such fire or other casualty.

6.02 Suspension of Rent. In no event shall Lessee be entitled to any abatement, allowance, or reduction of rent because part or all of the Property shall be untenable owing to the partial or total destruction thereof.

ARTICLE VII

INSURANCE

7.01 *At Lessee's Expense.* Lessee shall at its sole cost and expense during the term of this Lease maintain the following insurance:

- (a) Insurance on the building against loss or damage by fire, explosion, windstorm, vandalism and against loss or damage by other risks embraced by the so-called "Broad Extended Coverage Endorsement" in amounts at all times sufficient to prevent Lessor or Lessee from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than 100% of the then full insurable value of the building. The term "full insurable value" shall mean actual replacement value (exclusive of costs of excavation, foundations, and footings);
- (b) General public liability insurance protecting and indemnifying Lessee and Lessor against any and all claims for damages to persons by way of injury or death of any persons in an amount not less than \$500,000.00 in any one accident; for injury to or death of more than one person in any one accident in an amount not less than \$1,000,000.00; and for damage to property in an amount of not less than \$500,000.00 made by, or on behalf of, any person or persons, corporation or entity arising from, related to or connected with the leased premises. Such insurance policies shall afford protection to the limits approved by Lessor.
- (c) Other insurance of any nature, sort, or description as may be now or hereafter considered prudent by Lessor, including but not limited to so-called "Plate Glass" insurance, Workmen's Compensation, damage by boiler or internal explosion or boiler breakdown and so-called "Rent Insurance" for all sums due Lessor hereunder in the event of a loss or casualty which might interrupt the business of the Lessee and cause Lessee to cease use of the Land in whole or in part for any portion of the term of this Lease, all of which insurance is in the reasonable opinion of the Lessor necessary or required in connection with the operation or ownership of real estate similar to that leased hereunder and in the area where the property is located.

- (d) When and if such insurance is available from an Agency of the United States of America, loss by flood and/or war damage in the same amounts as provided for in Subsection (a) above.

7.02 *Loss Payable Clauses.* All policies of insurance required herein shall name Lessee and Lessor as their interest may appear and shall contain standard mortgage endorsements in favor of any mortgagee of the Land, building, or leasehold estate.

7.03 *Insurance Companies.* All insurance required under this section shall be procured from responsible insurance companies reasonably satisfactory to Lessor and authorized to do business in the state in which the Land is located.

7.04 *Certificates of Insurance.* The policies or certificates evidencing insurance required by this section, shall be delivered to Lessor upon execution of this Lease and any renewals thereof. Such policies shall be delivered to Lessor at least fifteen (15) days prior to the expiration dates of the respective policies. If the Lessor is a Trust, all insurance policies shall name the Trust and all beneficiaries of said Trust as insured parties.

7.05 *Appraisals.* Not less frequently than once in every three years after commencement of the term hereof, Lessee shall furnish at its own expense to Lessor insurance appraisals such as are regularly and ordinarily made by or for insurance companies to determine the insurable value of the building above foundations.

7.06 *Distribution of Proceeds.*

- (a) In the event of loss under any policy required hereunder, (except rental insurance), where the loss payable is in excess of \$10,000.00, the insurance proceeds shall be deposited with Lessor or Lessor's designated agent and shall be paid out upon architect's certificates for the expense of repairing or rebuilding the buildings or improvements which have been destroyed. However, before Lessor has any obligation to pay out such monies it shall appear to the satisfaction of Lessor that the amount of insurance money on hand shall at all times be sufficient to pay for the completion of said repairs or rebuilding and that upon the completion of said repairs or rebuilding, the buildings or improvements shall be free from all liens of mechanics and materialmen or others. Any surplus of insurance monies shall be paid and belong to Lessor.
- (b) In the case of any damage or destruction for which the insurance adjustment of loss is \$10,000.00 or less, the proceeds of insurance shall be paid directly to Lessee, if Lessee is not in default hereunder, and used by Lessee for restoration and rebuilding.

- (c) If this Lease is terminated for any default by Lessee under any terms and provisions of this Lease, all claims against insurers shall be and become the property of Lessor, except those claims for property which would revert to Lessee upon such termination.

7.07 *No Concurrent Insurance.* Lessee will not carry separate insurance concurrent in form or contributing in the event of loss with that required by this Section 7 unless Lessor is included therein as an insured within a loss payable clause as provided above.

7.08 *Contractual Indemnity Insurance.* The general public liability insurance required to be maintained pursuant to this Section 7, shall insure Lessee's obligation to indemnify Lessor as set forth in Article XIV.

ARTICLE VII

CONDEMNATION

8.01 *Definitions.*

- (a) **Taking.** The term "taking" as used herein shall mean taking of the Land and/or building by way of condemnation or the exercise of eminent domain by any person or corporation, municipal, public, private, or otherwise.
- (b) **Whole Taking.** The term "whole taking" shall mean a taking wherein the whole of the Land and/or building or any portion thereof is sufficient to render the remaining portion thereof unsuitable for uses set forth in Article V, Section 5.02.
- (c) **Use Condemnation.** The term "use condemnation" shall mean the use or occupancy of the Land and/or building or any part thereof temporarily requisitioned by any governmental authority, civil or military.
- (d) **Non-Injurious Tracing.** The term "non-injurious taking" is defined as one which is less than a whole taking and does not cause substantial injury to the building, such as a taking of any space or other ground area not occupied by a substantial part of the building, or a taking of any vault or other space not included within the land, or a taking which results merely in the removal of projecting portions of the building upon any street, or of a portion of the outer facing of the walls of the building not requiring a demolition or reconstruction of a main building wall, or a taking of an underground right-of-way or subway, conduit or other purpose not necessitating the demolition or substantial alteration of any portions of the building and not substantially diminishing the rentable area below the street level or any area below such level used for building service equipment.

8.02 *Whole Taking.* In the event of a whole taking of the Land and/or building, this Lease shall terminate as of the date of the possession of such taking authority. Lessor shall be entitled to receive the entire Award as compensation for damage or payment in lieu of damages made in the proceeding (the "Award"), except that portion specifically allocable to Lessee for its property and loss of business. Lessee's obligations under this Lease shall continue until the date of possession by the taking authority.

8.03 *Partial Taking.* If the taking be less than whole, or if it is a use condemnation, then Lessee shall promptly repair any damage caused by any such taking or requisition at its sole cost and expense (not to exceed the amount of Award hereunder) and upon the terms and conditions set forth in Section 7.06 Lessee shall be reimbursed for such costs and expenses actually made. There shall be paid to Lessee from time to time by Lessor from the Award received for such partial condemnation or use condemnation less expenses, including reasonable Attorney's fees incurred in collection of the Award, such amount as shall be necessary to reimburse Lessee for the entire costs of any repairs required to be made to the building and/or Land connected with such taking. Such amounts shall be paid over when received by Lessor against the receipt of a Certificate signed by an officer of Lessee, which Certificate shall specify in reasonable detail the items of such costs to be reimbursed, shall certify that Lessor is not in default under this Lease, that all conditions of this Lease relating to such reimbursement have been fulfilled and that the balance of the net Award held by Lessor, together with any additional funds required to be paid by Lessee are sufficient to cover the remaining costs of completion. If an officer of Lessee shall certify that such repairs have been completed and that Lessor is not in default as to this Lease and shall otherwise comply with these requirements, then Lessor shall pay over to Lessee the balance of such net Award. If the costs of such repairs shall exceed such net Award, the deficiency shall be paid by Lessee.

Lessee shall promptly and diligently proceed to make a complete architectural unit of the remainder of the improvements, first complying with the procedure set forth herein. If Lessee does not make a complete architectural unit of the remainder of the improvements within a reasonable period after such taking, not to exceed one hundred eighty (180) days, then, in addition to whatever other remedies Lessor may have either under this Lease, at law or in equity, Lessor may retain the entire Award as liquidated damages resulting from the failure of Lessee to comply with the provisions of this section. There shall be no abatement or reduction in any rental because of such taking.

No part of any Award shall inure to the benefit of the Lessee. Lessee shall not have any share or apportionment of any Award. No rights to prosecute any condemnation proceeding shall inure to Lessee and any amounts designated to be paid to or on account of Lessee are hereby assigned to Lessor.

8.04 *Non-Injurious Taking.* In the event of a non-injurious taking, Lessor shall retain the entire Award therefor without paying over to Lessee any portion thereof, and Lessee shall at its sole expense pay the entire cost and expense of any repairs incident thereto provided that:

- (a) Lessee shall be reimbursed for the entire cost of such repairs to the extent of the net Award in the manner provided in Section 8.03.
- (b) Commencing on the first day of the month following Lessor's receipt of the Award, the monthly basic rent shall be reduced by an amount equal to ten (10%) percent of the total Award received by Lessor (after payments, if any, to the Mortgagee under any existing mortgage or any replacement mortgage) less Lessor's expenses including reasonable Attorney's fees, incurred in the collection thereof and payments made to Lessee pursuant to paragraph A of this Subsection.

8.05 *Disbursement of Proceeds.* Lessee hereby irrevocably assigns to Lessor any Award or other payment to which Lessee may be entitled hereunder by reason of any such taking of, or the temporary requisition of, or the use or occupancy of the Land, whether the same shall be paid or payable in respect to the leasehold interest or otherwise. Lessor shall hold and disburse such Award in accordance with the provisions of this Article VIII.

8.06 *Notice.* Lessee agrees that it will give prompt notice to Lessor after learning of the commencement of prosecution of any proceedings, the effect of which would be to take by condemnation or otherwise, or to temporarily requisition the use or occupancy of the property or any part thereof. Lessee shall accord Lessor the opportunity to participate fully in any such proceedings at Lessor's sole cost and expense.

ARTICLE IX

NO LIENS

It is expressly covenanted and agreed by and between the parties hereto that nothing contained in this Lease shall authorize Lessee to do any act which shall in any way encumber the title or interest of Lessor in and to the property, or cause the interest or estate of Lessor in the property to be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to or lien upon the property arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and Lessee's interest in the building and shall in all respects be subject and subordinate to the paramount title and right of Lessor in and to the property. Lessee will not permit the property to become subject to any mechanic's, laborer's, or materialmen's lien on account of labor or material furnished to Lessee or any sublessee in connection with work of any character performed or claimed to have been performed on the

property by or at the direction or sufferance of Lessee. Provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Lessee shall give to Lessor such reasonable security as may be demanded by Lessor to ensure payment and to prevent any sale, foreclosure or forfeiture of the property by reason of non-payment thereof. On final determination of the lien or claim for lie Lessee will immediately pay any judgment rendered with all proper costs and charges and will at its own expense have the lien released and any judgment satisfied. In case Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to ensure payment thereof, or having commenced contesting the same, and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Lessor may, at its election (but shall not be required so to do) remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by Lessor for such purposes shall be so much additional rental due from Lessee to Lessor at the next rent day after any such payment, with interest at the rate of eight (8%) percent per annum or the Prime Rate, whichever is greater, from the date of payment thereof by Lessor until the repayment thereof by Lessee to Lessor.

ARTICLE X

DEFAULT

10.01 *Acts of Default.* Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

- (a) Any failure to make payment of rent or any item of additional rent or impositions, or any part thereof, which continues for five days; or
- (b) The vacancy, abandonment, or desertion of the leased premises, or any part thereof which continues for five days, during the term hereof or any renewal term; or
- (c) Any failure in the performance of any of the terms, covenants, and conditions contained in this Lease on the part of Lessee to be kept or performed; or
- (d) The assignment by Lessee of this Lease or the sublease by Lessee of the premises (except as hereinabove provided for) or the mortgage of this Lease; or
- (e) The failure of Lessee to comply with any of the statutes, ordinances, rules, orders, regulations, and/or requirements of the federal, state, and/or city governments, or of any and all of their departments and bureaus applicable to the leased premises or as hereafter established, as herein provided; or

- (f) The filing, at any time prior to or on the date fixed for commencement of the term of this Lease, or at any time during the demised term, by or against Lessee or any guarantor, in any court of competent jurisdiction, of a petition in bankruptcy, insolvency proceeding, proceedings for reorganization, for the appointment of a receiver or trustee of all or any portion of Lessee's property or the entry of any judgment in excess of \$5,000.00 being entered against Lessee if within thirty (30) days thereof Lessee fails to secure a discharge thereof; or
- (g) The execution by Lessee or any guarantor of an assignment for the benefit of creditors, the consent to the appointment of a receiver or the taking advantage of any insolvency act; or
- (h) If Lessee is a corporation or partnership and if the ownership of any of the stock or interest thereof changes at any time during the term or any extension hereof, then Lessor, at its option, may, by giving sixty (60) days prior written notice to Lessee, declare such change in breach of this Lease subject to the remedies provided for herein.

10.02 Event of Default. Lessor may, if Lessor so elects, at any time upon the occurrence of a default as described in Section 10.01 or thereafter, terminate this Lease as of the date and term hereof on giving Lessee: (i) ten (10) days written notice of Lessor's intention to do so if the default is the failure of Lessee to pay rent or any item of additional rent as set forth in Article ID; or (ii) thirty (30) days' notice in writing with respect to any other event of default set forth above, if any default specified in this Section shall continue for a period of thirty (30) days unless Lessee in good faith commenced the curing of such default within such thirty (30) day period and cannot with reasonable diligence cure such default within said period of thirty (30) days, in which event Lessee shall have a reasonable time to do so. Upon the occurrence of the above events, this Lease and the term hereof shall terminate, expire, and come to an end on the date fixed.

Notwithstanding said termination, Lessee shall pay, at the same time as the rent becomes payable under the terms hereof, a sum equivalent to the rent and additional rent reserved herein. Lessor may relet the premises or any part or parts thereof in the name of Lessor or for a term or terms which may, at Lessor's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease without releasing Lessee from any liability, and may apply such release proceeds as follows: first, to the cost of restoring the leased premises to a rentable condition; second, to brokerage fees and the cost to Lessor of reletting the premises, including attorneys' fees; and third, to the payments of rent, items of additional rent and all other charges due to Lessor. Lessee shall remain liable to the

Lessor for any deficiency of said payments. The failure or refusal of Lessor to re-let the premises or any part thereof shall not release or affect Lessor's liability.

Any sums due to Lessor shall be paid in monthly installments by Lessee on the rent day specified in this Lease. Any suit brought to collect the amount due for any month shall not prejudice in any way the rights of Lessor to collect any sums due for any subsequent month. Lessor, at its option, may make alterations, repairs, or replacements in the leased premises as Lessor considers advisable for the purpose of reletting the leased premises or any part thereof. Making such alterations, repairs, or replacements shall not operate as or be construed to release Lessee from liability hereunder.

Lessee hereby waives any and all rights of redemption granted by or under any present or future laws.

In the event of the termination of this Lease pursuant to (i) or (ii) above, Lessor shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Lessee as liquidated damages, an amount equal to the rent reserved in this Lease for the unexpired portion of the term leased less the then fair and reasonable rental value of the leased premises for the same period. This provision shall not limit or prejudice the rights of Lessor to prove and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such damages are proved, whether or not such amount be greater to, equal to, or less than the amount of the difference referred to above. If Lessor shall make any expenditure or incur any obligation for the payment of money by reason of Lessee's default, including reasonable legal fees, such sums or obligations with interest at the greater of eight (8%) percent per annum or the Prime Rate shall be deemed additional rent hereunder and shall be due and payable within five (5) days of rendition of any bill or statement to Lessee therefore. The time required for giving any notice shall commence at the time such notice is personally delivered or deposited, postage prepaid, in any Postal Service mailbox.

10.03 Delivery of Possession. Upon the termination of this Lease by lapse of time or otherwise, Lessee shall peaceably quit and surrender the Property to Lessor. Lessor may without further notice enter upon, re-enter, possess, and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise, and may dispossess and remove Lessee from the property. Lessor may have, hold, and enjoy the property and the right to receive all rent and other income of and from the property without being liable to prosecution therefor. Lessee hereby expressly waives the service of any notice in writing of intention to re-enter or to institute legal proceedings to that end.

10.04 *Remedies Not Mutually Exclusive.* No remedy herein given to Lessor shall be considered exclusive of any other remedy but shall be cumulative and, in addition to every other remedy given hereunder, now or hereafter existing, at law or in equity, and may be exercised by Lessor contemporaneously or otherwise with every other remedy.

10.05 *No Waiver.* No waiver of any breach of any of the covenants of this Lease shall be construed, taken, or held to be a waiver of any other breach or acquiescence of consent to any further or succeeding breach of the same covenant.

ARTICLE XI

ESTOPPEL CERTIFICATE

Lessor and Lessee agree at any time, and from time to time, upon not less than ten (10) days prior to written request by either to execute, acknowledge, and deliver to the other a statement in writing which provides as follows:

1. This Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications);
2. Sets forth the dates to which the rental and other charges have been paid; and
3. Whether or not to the knowledge of the party executing the certificate there are then any defaults under this Lease, either by Lessor or by Lessee, or both (and if so, specifying the same).

It is intended that any statements described in this Article, delivered pursuant to this Article, may be relied upon by any prospective purchaser of the fee or leasehold.

ARTICLE XII

SUBORDINATION

Lessee covenants and agrees that Lessee's rights in and to the leasehold estate created herein are and shall always be subordinate to the lien of any deed to secure debt or deeds to secure debts, mortgage, or mortgages now or hereafter placed upon the demised premises or any underlying leasehold estate and to all advances made or hereafter to be made upon the security thereof. Lessee shall execute such further instruments subordinating this Lease to the lien or liens of any such deeds to secure debt, mortgage, or mortgages as shall be required by Lessor.

ARTICLE XIII

INSPECTIONS

Lessee agrees to permit Lessor and its authorized Representatives to enter the property at all times during reasonable business hours for the purpose of inspecting the same.

ARTICLE XIV

INDEMNIFICATION

14.01 *Claims Against Lessor.* In case the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against the Lessee, then the Lessee shall and will pay all costs and expenses, including reasonable Attorney's fees, and hold the Lessor harmless from the same which are incurred by or imposed on Lessor in connection with such litigation. Lessee shall pay all costs and expenses, including reasonable Attorney's fees, and will hold Lessor harmless from the same which may be incurred by Lessor in enforcing any of the covenants and agreements of this Lease.

14.02 *Hold Harmless.* Lessee hereby indemnifies and agrees to hold Lessor harmless against all liabilities, expenses, and losses, including reasonable Attorney's fees, incurred by Lessor as a result of:

- (a) Failure by Lessee to perform any covenant required to be performed by Lessee hereunder; or
- (b) Any accident, injury, or damage which shall happen in or about the leased premises or resulting from the condition, maintenance, or operation of the leased premises; or
- (c) Failure to comply with any requirements of any governmental authority; or
- (d) Any mechanic's lien or other lien filed against the leased premises.

ARTICLE XV

COVENANT OF QUIET ENJOYMENT

Lessor covenants and agrees to and with Lessee that at all times when Lessee is not in default under the terms of this Lease, Lessee's quiet and peaceful enjoyment of the Land and building shall not be disturbed or interfered with by Lessor or any person claiming by or through title paramount to Lessor.

ARTICLE XVI

REVERSIONARY INTEREST OF LESSOR

It is expressly understood and agreed that in the event of the termination of the leasehold estate by lapse of time or otherwise, without any act by either party, Lessor shall be

and become the absolute owner of and vested with full title to the ownership of the building without any payments therefore, free and clear of all rights or claims of Lessee and all persons hereafter claiming by, through, or under Lc:sscc. The Land and building shall be surrendered to the Lessor upon the date fixed for such termination or expiration. Lessee will on demand execute any further documents required by Lessor to confirm vested title in Lessor at the termination of this Lease.

Should Lessee, at the termination of this Lease by lapse of time or otherwise, fail to yield up immediate possession to Lessor, Lessee will pay as liquidated damages for the whole time such possession is withheld, the sum of THREE HUNDRED and 00/100 DOLLARS (\$300.00) per day, but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry, as herein set forth, nor shall the receipt of said liquidated damages, or any part thereof, or any other act in apparent affiance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

ARTICLE XVII

ASSIGNMENTS

17.01 *Lessor's Consent.* Without Lessor's prior written consent, Lessee shall not allow or permit any transfer of this Lease or any interest hereunder- or of Lessee's interest, in the building by operation of law or otherwise, or assign, convey, mortgage, pledge or encumber this Lease or any interest hereunder or Lessee's interest in the building or lease or sublet all or substantially all of the ground, the building or the property. Lessor's consent shall not be unreasonably withheld. No assignment or subletting (with or without Lessor's consent) shall release Lessee from any of its obligations hereunder.

17.02 ^{After Amendment} ~~Assignment~~. Any assignment of this Lease by Lessee shall be ^{CONCURRED} ~~evidenced~~ by an instrument in writing duly executed and acknowledged by the assignor and the assignee and duly recorded in the appropriate state or local offices in the state in which the Land is located. In such assignment, the assignee shall expressly accept and assume all of the terms and covenants of this Lease and shall further acknowledge that all interests in the Land and building acquired by virtue of such assignment are expressly subject to the paramount rights of the Lessor.

17.03 *Non-Separability.* Lessee's estate in and to the building shall be non-separable and shall not be assigned, transferred, or otherwise conveyed or enum in whole or in part or purported to be assigned, transferred or otherwise conveyed or encumbered in whole or in part, separate and apart from this Lease. In no event shall there be any assignment, transfer, or conveyance of the estate, title, or interest of Lessee in the building, in whole or in part, by operation of law or by judicial order, decree, or judgment which is separate and apart from this

Lease. Any attempts to assign, transfer, convey, or c: encumber any such interests, shall be void and ineffective unless there shall be a complete assignment, transfer, mortgage, or encumbrance, as the case may be, of Lessee's interest in this Lease and all of Lessee's estate, right, title and interest in and to the building and the Land to the same party.

ARTICLE XVIII

NOTICES AND DEMANDS

Any notice from one party to the other hereunder shall be in writing, and shall have been deemed to have been duly given, if delivered personally, or mailed, enclosed in a certified postpaid envelope, addressed to the Lessor or Lessee at their respective addresses stated as follows:

LESSOR:

FAYETTEVILLE CHEVRON FOODMART LLC

1488 Hwy 92N

Fayetteville, GA 30214

Attn: Kalpesh Patel, Owner

LESSEE:

FAYETTEVILLE CHEVRON FOODMART 15 INC

1488 Hwy 92N

Fayetteville, GA 30214

Attn: Dhruv Patel, President

Either Lessor or Lessee may, at any time, change such address by written notice. The effective date of such notice shall be five (5) days after the delivery of the same to the United States Post Office for mailing.

ARTICLE XIX

GENERAL PROVISIONS

19.01 *Invalidity of Particular Provisions.* If any term or 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, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not

be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent provided by law.

19.02 Construction. This Lease shall be construed and enforced in accordance with the laws of the State of Georgia.

19.03 Covenants Binding. The covenants, agreements, terms, provisions, and conditions of this Lease shall be binding upon and inure to the benefit of the heirs successors, and assigns of the parties hereto.

19.04 Captions. The captions contained in this Lease are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease or in any way affect this Lease.

19.05 Interest Rates. In the event that the interest payable by the Lessee to Lessor under the provisions of any portion of this Lease are at a rate in excess of that lawfully allowed or which is deemed to be by law usurious, illegal, or improper, then the rate payable to the Lessee shall be reduced to the rate which is the maximum permitted or allowed by law as being proper, non-usurious and lawful.

19.06 Payments of Rent to Secured Parties. Upon written notice from Lessor, Lessee shall pay that portion of the rent due hereunder, as Lessor instructs in said notice to any third party named by Lessor who owns a security interest in the Land, and the balance of the rent shall be payable to Lessor.

ARTICLE XX

FAMILIAL PROVISIONS

20.01 The Lessee hereby acknowledges and agrees to be bound by the following provisions as set forth herein, which have been duly established by the Lessor.

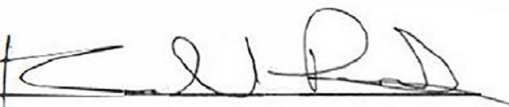
(a) The Lessee hereby agrees to endeavor in good faith to limit their work to no more than six (6) consecutive days; provided, however, that under no circumstances shall the Lessee engage in work for more than thirteen (13) consecutive days.

(b) The Lessee hereby covenants and agrees to obtain a Master's Degree in Business Administration from an accredited institution of higher education, the selection of which shall be at the sole discretion of the Lessee.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease. as of the day and year first written above.

LESSOR:

FAYETTEVILLE CHEVRON FOODMART LLC

By: 
Kalpesh Patel

LESSEE:

FAYETTEVILLE CHEVRON FOODMART 15 INC

By: 
Dhruv Patel

By: 
Femeena Patel

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

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 01-Jan-2025 LICENSE EXPIRES 31-Dec-2025 BOND EXPIRES

STATE TAXPAYER IDENTIFIER	LICENSE NUMBER	DATE ISSUED	LICENSE FEE	LOCAL LICENSE ISSUED BY
20231682378	0074700	12-Sep-2024	\$100.00	County FAYETTE

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL:
KALPESH PATEL: Retail - Beer and Wine

DRA

AT THE FOLLOWING LOCATION
148R HIGHWAY 92 N FAYETTEVILLE GA 30214-3384

COUNTY
FAYETTE

FAYETTEVILLE CHEVRON FOOD MART LLC
707 APPROACH DR
PEACHTREE CITY GA 30269-4411

Failure to pay any tax, excise and related fee to the Department of Revenue or violation of any provisions of said Act or any rule and regulation made pursuant thereto shall be deemed the commission of the license by the Commissioner of Revenue

State of Georgia - Department of Revenue

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON

Control Number : 25084519

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

FAYETTEVILLE CHEVRON FOODMART 15 INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **04/22/2025** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/29/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

OCCUPATIONAL TAX CERTIFICATE

2025



Fayette County
Finance Department
145 Stonewall Avenue
Suite 101
Fayetteville, GA 30214

BUSINESS LOCATION

OWNER ID

1455 HIGHWAY 92 NORTH
FAYETTEVILLE, GA 30214

150705

Certificate Number

9620

Issue Date

06/24/2025

Expiration Date

12/31/2025

Category

RETAIL SALE

Type

CONVENIENCE STORE

NOTICE

This certificate becomes null & void if ownership changes. We must be notified in writing within 30 days of such change or transfer. A fee of \$35.00 will apply.

BUSINESS NAME & MAILING ADDRESS

FAYETTEVILLE CHEVRON FOOD MART 15 INC
DBA FAYETTEVILLE CHEVRON FOODMART
1455 HIGHWAY 92 NORTH
FAYETTEVILLE, GA 30214
770.220.1222

Total Received

\$250.00

POST IN A CONSPICUOUS PLACE

NON-TRANSFERABLE



Fayette County
Finance Department
145 Stonewall Avenue
Suite 101
Fayetteville, GA 30214

BUSINESS LOCATION

OWNER ID

1455 HIGHWAY 92 NORTH
FAYETTEVILLE, GA 30214

150705

OCCUPATIONAL TAX CERTIFICATE

2025

Certificate Number

9620

Issue Date

06/24/2025

Expiration Date

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DBA FAYETTEVILLE CHEVRON FOODMART
1455 HIGHWAY 92 NORTH
FAYETTEVILLE, GA 30214
770.220.1222

Total Received

\$250.00

COUNTY AGENDA REQUEST

Page 39 of 85

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Acknowledgment of / and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury.

Background/History/Details:

The Fayette County Sheriff's Office is required, annually by the US Department of Justice and the US Department of the Treasury to submit an Equitable Sharing Agreement and Certification. The Certification is a breakdown of the total monies received from the US Departments of Justice and Treasury and an accounting of how the monies were spent for the purpose of law enforcement enhancement.

What action are you seeking from the Board of Commissioners?

Acknowledgment of / and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA0560000
Agency Name: Fayette County Sheriff's Office
Mailing Address: 155 Johnson Avenue
Fayetteville, GA 30214

Type: Sheriff's Office

Agency Finance Contact

Name: Walker, Michelle
Phone: 770-716-4753

Email: mwalker@fayettecountyga.gov

Jurisdiction Finance Contact

Name: Weinmann, Sheryl
Phone: 770-305-5186

Email: sweinmann@fayettecountyga.gov

ESAC Preparer

Name: Norton, Cindy
Phone: 770-716-4754

Email: cnorton@fayettecountyga.gov

FY End Date: 06/30/2025

Agency FY 2026 Budget: \$30,502,666.00

Annual Certification Report

Summary of Equitable Sharing Activity

Justice Funds¹

Treasury Funds²

1	Beginning Equitable Sharing Fund Balance	\$126,155.39	\$75,553.39
2	Equitable Sharing Funds Received	\$176,930.35	\$5,123.03
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$1,072.79	\$476.13
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$178,003.14	\$5,599.16
7	Equitable Sharing Funds Spent (total of lines a - n)	\$96,359.52	\$1,524.71
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$207,799.01	\$79,627.84

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent

Justice Funds

Treasury Funds

a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$7,669.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$64,901.87	\$1,524.71
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$23,788.65	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
k	Overtime	\$0.00	
l	Non-Categorized Expenditures	\$0.00	\$0.00
m	Salaries	\$0.00	\$0.00
	Total	\$96,359.52	\$1,524.71

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Law Enforcement Initiatives that Further Investigations

Receiving Agency Name	Justice Funds	Treasury Funds

Overtime

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Greg Chapman**Company:** Nichols, Cauley & Associates**Phone:** 770-461-1115**Email:** gchapman@NicholsCauley.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.


Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Babb, Barry H.
Title: Sheriff, Fayette County, GA
Email: bbabb@fayettecountyga.gov

Signature:  Date: 8/14/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Hearn, Lee
Title: Chairman, Fayette County BOC
Email: Lhearn@fayettecountyga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles D. Rousseau
Charles W. Oddo

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

July 24, 2025
5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the July 24, 2025, Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present. Commissioner Eric Maxwell was absent.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo gave the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Charles Oddo moved to approve the agenda as written. Vice Chairman Edward Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

PROCLAMATION/RECOGNITION:

- 1. Recognition of Fayette County Youth Baseball All-Star Teams for competing in the USSSA Recreation World Series.**

Parks and Recreation, Director Anita Godbee, stated that after the Fayette County Youth Baseball regular season, standout players earned spots on the 10U, 12U, and 14U All-Star teams chosen because of their skill, hustle, and love for the game. All three teams won their regional tournaments and finished as State Runner-Up at the USSSA State Tournament. Fueled by that success, they advanced to the USSSA Recreation World Series to compete at the next level. Mrs. Godbee stated that these teams deserved recognition for their incredible play, dedication, and sportsmanship. Their hard work, along with the support of coaches and families, brought pride to our community. Mrs. Godbee extended congratulations to all the players, coaches, and supporters of the 10U, 12U, and 14U All-Star teams, stating that they made Fayette County proud.

PUBLIC HEARING: None.

PUBLIC COMMENT:

The following citizens: Diana Dietz, George Dietz, Micheal Holt, Jennifer Barber, Rich Matthews, Kesha Scott, Robert McBarton, made comments regarding crypto mining and the need for the Board to be mindful of its potential negative effect on the community. The speakers encouraged the Board to establish an ordinance banning crypto mining and noted that with the new data centers in the area, and with the interest for more data centers, a precedent could be established, if allowed.

Lottie Commerford expressed her concerns regarding issues at the Animal Shelter specifically regarding pet meals/food, increased cat care, lack of volunteer appreciation, and lack of appropriate budget allocations.

CONSENT AGENDA:

Commissioner Oddo moved to approve the Consent Agenda. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

2. **Approval of a Lease Extension Option Term of raw land from Piedmont Fayette Hospital, for a tower located at 1255 Hwy 54 West, Fayetteville, Georgia 30214, for \$10.00 per month, commencing October 1, 2025 and expiring September 30, 2030.**
3. **Approval of the Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Chris Guy, in the amount of \$460.91 for tax year(s) 2022, 2023, and 2024.**
4. **Approval of the Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Bryan Hallock, agent for Adam & Kathleen Hallock, in the amount of \$791.79 for tax year(s) 2023 and 2024.**
5. **Approval of the Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Mark Oldenburg, Agent for Ronald Lynch and Deborah Cuddy, in the amount of \$3,404.26 for tax year 2024.**
6. **Approval of the Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Sheneen Wilborn, in the amount of \$1,269.99 for tax year 2024.**
7. **Approval of July 10, 2025 Board of Commissioners Meeting Minutes.**

OLD BUSINESS

NEW BUSINESS:

8. **Request to approve reallocation of \$76,390.85 from 2017 SPLOST #17TAG (Intersection Safety Improvements) to #25TAB (Intersection of Sandy Creek Road and Ellison Road) for completion of concept phase with two alternatives.**

Public Works Director Phil Mallon stated that based on Board direction received at the 2025 Retreat, this item was seeking approval to reallocate 76,390.85 from 2017 SPLOST #17TAG (Intersection Safety Improvements) to #25TAB (Intersection of Sandy Creek Road and Ellison Road), for completion of concept phase with two alternatives, and doing so would put Fayette County in a position to receive Federal grant funding, if approved. He stated that in the grant submittal, Fayette County committed to initiating design immediately after submission, using local funds. This proactive approach was intended to help meet the federal requirement of completing construction within five years if grants and funds are received.

Vice Chairman Gibbons asked what the likelihood of the County was to receive the grant.

Mr. Mallon stated that he had no idea but did know that it was a very competitive national grant and completing the conceptual phase would put the County in a good position.

Vice Chairman Gibbons moved to approve the reallocation of \$76,390.85 from 2017 SPLOST #17TAG (Intersection Safety Improvements) to #25TAB (Intersection of Sandy Creek Road and Ellison Road) for completion of concept phase with two alternatives. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

9. **Request to award Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2026 to the low responsive bidder, Shockley Plumbing, with a not-to-exceed or fixed prices established for each project as assigned.**

Water System Director Vanessa Tigert stated that this item was seeking approval to award Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2026 to the low responsive bidder, Shockley Plumbing, with a not-to-exceed or fixed prices established for each project as assigned.

Vice Chairman Gibbons moved to approve to award Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2026 to the low responsive bidder, Shockley Plumbing, with a not-to-exceed or fixed prices established for each project as assigned. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

10. Request to award Bid #2596-B, Annual Asphalt Contract to C.W. Matthews Inc., in the not-to-exceed amount of \$395,643.33.

Mr. Mallon stated that this contract was used to identify vendors for the procurement of various asphalt mixes during the FY2026 paving season, seeking approval to award Bid #2596-B, Annual Asphalt Contract to C.W. Matthews Inc., in the not-to-exceed amount of \$395,643.33.

Commissioner Oddo moved to approve to award Bid #2596-B, Annual Asphalt Contract to C.W. Matthews Inc., in the not-to-exceed amount of \$395,643.33. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

11. Request to approve an Intergovernmental Agreement with the Town of Brooks, allowing for the County to resurface Morgan Mill Road, to provide labor and equipment at no cost to the Town of Brooks, and authorize the Chairman to execute said agreement.

County Attorney Dennis Davenport stated that this item was on previous Board agendas but had to be pulled for review. Upon review, it was determined that there was a conflict in the language outlined in paragraphs 1 and 5. He noted that paragraph 1 outlined a general cost and if exceeded, the Town of Brooks would pay the higher cost. However, paragraph 5 stated the opposite and noted an actual not-to-exceed amount. Mr. Davenport stated that before the Board was an updated agreement with that conflict removed.

Vice Chairman Gibbons moved to approve an Intergovernmental Agreement with the Town of Brooks, allowing for the County to resurface Morgan Mill Road, to provide labor and equipment at no cost to the Town of Brooks, and authorize the Chairman to execute said agreement. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

ADMINISTRATOR'S REPORTS:

A: Contract 2099-A: Dried Residuals Removal Renewal 1; Change Order 2: Additional Disposal at SFWTP-revised

B: Contract 2225-B: Grass Cutting Services; Renewal 2

C: Contract 2256-S: Carusol-20 (Sodium Permanganate); Renewal 2

D: Contract 2271-A: Annual Hauling Contract; Renewal 2

E: Contract 2376-A: Annual Firefighter Physicals; Renewal 1

F: Contract 2462-A: Asphalt Milling; Renewal 1

G: Contract 2525-B: Grass Cutting Services for Kiwanis, Brooks, and Kenwood

H: Contract 2527-B: Lake Kedron Telescoping Valve

I: Contract 2531-P: Business Personal Property Compliance Audits

J: Contract 2540-A: Waste Disposal Services

K: Contract 2542-A: Firefighter Uniforms-revised

L: Contract 2570-S: Lime

M: Contract 2595-A: Annual Rock Contract

N: Contract 2585-A: Lake Peachtree Pump Station

ATTORNEY'S REPORTS:

Notice of Executive Session: County Dennis Davenport stated that there were three items for Executive Session. One item involving threatened litigation, one item involving pending litigation, and the review of the July 10, 2025 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Commissioner Rousseau extended his congratulations and kudos to Eddie McEachern for his 46 years of dedicated service to Fayette County.

Commissioner Rousseau also expressed his concern and desire for staff to analyze the use of Meta glasses, with the increased risk in security and data breach issues. He stated especially as it related to those who worked from home and handled confidential/sensitive documents, this may pose a potential risk.

Mr. Rapson stated that currently there were no concerns or thoughts regarding meta glasses, but staff would do some research.

Vice Chairman Gibbons

Vice Chairman Gibbons stated that he attended the graduation ceremony for the US Army Officer Candidate School Class 6-25. He stated that it was a privilege and honor to be in attendance and he was looking forward to seeing the advancements these brave men and women would make over the course of their careers.

Chairman Hearn

Chairman Hearn stated that there had been a flurry of activity on social media related to the tunnel at Redwine. He encouraged Mr. Mallon and his team to do all they could to get this project completed. He stated that some mirrors in that area may be helpful.

EXECUTIVE SESSION:

One item involving threatened litigation, one item involving pending litigation, and the review of the July 10, 2025 Executive Session Minutes. Commissioner Rousseau moved to go into Executive Session. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The Board recessed into Executive Session at 5:49 p.m. and returned to Official Session at 6:26 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Approval of July 10, 2025 Executive Session Minutes: Commissioner Oddo moved to approve July 10, 2025 Executive Session Minutes. Commissioner Rousseau seconded the motion. The motion passed 4-0. Commissioner Maxwell was absent.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the July 24, 2025 Board of Commissioners meeting. Chairman Hearn seconded. The motion passed 4-0. Commissioner Eric Maxwell was absent.

The July 24, 2025 Board of Commissioners meeting adjourned at 6:27 p.m.

Marlena Edwards, Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 14th day of August 2025. Attachments are available upon request at the County Clerk's Office.

COUNTY AGENDA REQUEST

Page 50 of 85

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Bid #2593-B, Contract #26001-S, Medic Trucks, to Frazer, Ltd. for two new (2) Medic Trucks in the amount of \$821,744.00 and an additional \$222,000.00 for equipment for a total of \$1,043,744.00; for project P23AE.

Background/History/Details:

As part of the approved 2023 SPLOST, Fire and Emergency Services was approved for replacement and new medic trucks. Some equipment can be transferred from a retiring medic truck; however, new equipment will be required for one complete truck, totaling \$222,000.

SPLOST Project P23AE is currently funded at \$1,104,989.92 for medic trucks and equipment.

Time frame for delivery is approximately seven (7) months for both medic trucks.

What action are you seeking from the Board of Commissioners?

Approval to award Bid #2593-B, Contract #26001-S, Medic Trucks, to Frazer, Ltd. for two new (2) Medic Trucks in the amount of \$821,744.00 and an additional \$222,000.00 for equipment for a total of \$1,043,744.00; for project P23AE.

If this item requires funding, please describe:

Funding is available in 2023 SPLOST 32730600 542200-P23AE

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: August 14, 2025

Subject: Contract 26001-S Two Medic Trucks

The Purchasing Department issued Invitation to Bid 2593-B to secure two new medic trucks. Notice of the opportunity was emailed to 32 companies. Another 109 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code 07103 Ambulances and 07205 Class 5 Trucks (16,001 - 19,500 lb. GVWR). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County News, and the County website.

One company submitted a bid (Attachment 1), but did not include a bid bond. The company also requested an exemption from the performance bond requirement and sought Fayette County's approval to issue progress payments.

Fire & EMS and Purchasing scheduled a meeting with the lone bidder, Frazer, Ltd, to discuss their bid.

A new contract, 26001-S Two Medic Trucks, was created to provide for up-front payment for the two chassis and the bonds. Frazer, Ltd., agreed to the new terms of the contract. The cost for the two medic trucks is \$821,744.00 (Attachment 2). In addition to the purchase of the trucks, additional equipment is required to put the truck into service. An additional \$222,000.00 will be needed for equipment to complete the trucks.

Fire & EMS recommends awarding to Frazer, Ltd. A Contractor Performance Evaluation is attached (Attachment 3).

Specifics of the proposed contract are as follows:

Contract Name	26001-S Two Medic Trucks
Contractor	Frazer Ltd.
Contract Amount	\$821,744.00
Budget:	
Org Code	32730600
Object	542200
Project	P23AE
Available	\$1,104,989.92

2023 EMS SPLOST
Vehicles
EMS Ambulance Replacement
As of 08/04/2025

Attachment 1

Tally Sheet ITB 2593-B: Medic Trucks

Frazer, LTD.

	Qty	Unit Price	Extended Price
Medic Trucks	2	\$ 398,905.00	\$ 797,810.00

26001-S: Two Medic Trucks

Frazer, LTD.

Medic Trucks	Qty	Unit Price	Extended Price	
	2	\$ 398,905.00	\$	797,810.00
Performance & Payment Bonds	1	\$ 23,934.00	\$	23,934.00
Total Price			\$	821,744.00

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Frazer, Ltd	Contract Number: 2332-B
Mailing Address: 7227 Rampart	Contract Description or Title: Medic Trucks
City, St, Zip Code: Houston, TX 77081	Contract Term (Dates) From: 1/23/2024 To: Completion
Phone Number: 713-772-5511	Task Order Number: N/A
Cell Number:	Other Reference: Manufacture & deliver 4 medic trucks
E-Mail Address: afischer@frazerbilt.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work	X				
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens	X				
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance	X				

EVALUATED BY

Signature: S. Roberts	Date of Evaluation: 7/7/2025
Print Name: Scott Roberts	Department/Division: Fire/EMS
Title: Asst. Chief	Telephone No:

CONTRACTOR PERFORMANCE EVALUATION

Explanation of Outstanding or Unsatisfactory Ratings

Page 2

Company Name: Frazer, LTD

Contract Number: 2332-B

EXPLANATIONS / COMMENTS

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

3 The quality of work and the attention to detail Frazer puts into their trucks exceeds other competitors.

7 From the preconstruction meeting to the final inspection Adam and the rest of the Frazer team treated all Fayette County representatives with the highest level of respect and professionalism.

11 Frazer proved, through their performance of manufacturing these four ambulances for Fayette County, they were dedicated to providing exceptional customer service not only during the build process, but after delivery as well. The responsiveness to all minor issues following delivery has been exceptional.

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

EQUIPMENT COST BREAKDOWN

M-6

Stretcher - \$38,649.50

Lucas - \$ 22,004.89

Stair Chair - \$16,478.34

Monitor - \$58,275.39

CMAC - \$14,294.94

Ventilator - \$6,900.00

M-7

Monitor - \$58,275.39

Ventilator - \$ 6,900.00

Equipment Total - \$221,778.45

COUNTY AGENDA REQUEST

Page 58 of 85

Department: Fayette County - Building Safety

Presenter(s): Leslie Nieber -Building Official

Meeting Date: Thursday, August 14, 2025

Type of Request: New Business #5

Wording for the Agenda:

Request to award Contract #2576-S; Sages Plan Review, Permitting and Inspection Software to Sages Network Inc. contract for a five-year term, ending June 30, 2030, at an annual cost of \$130,000, for a total five-year contract value of \$650,000.

Background/History/Details:

New terms include an Enterprise License, offering unlimited users per department. This will streamline operations and support the County's ongoing growth.

Departments included:

Building Safety, Planning and Zoning, Environmental Management, Marshal-Code Enforcements, Public Works, Engineering, Finance, IT, Water, Tax Assessor, Fire Marshal.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #2576-S; Sages Plan Review, Permitting and Inspection Software to Sages Network Inc. contract for a five-year term, ending June 30, 2030, at an annual cost of \$130,000, for a total five-year contract value of \$650,000.

If this item requires funding, please describe:

A grand total of \$3,816.00 will be included in the mid -year budget adjustment to provide sufficient balance in each departments budget.

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

Yes

Approved by Purchasing

Yes

County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess *TLB*

Through: Michelle Sampson *(MBS)*

Date: August 4, 2025

Subject: **Contract #2576-S: SagesGov Plan Review, Permitting & Inspection Software**

On August 27, 2020, the Board of Commissioners awarded Contract #1813-S to Sages Networks, Inc. to continue the professional services contract that continued automation for the plan review and markup management processes for issuing building permits, permitting, inspections, enforcement, interactive voice response (IVR), and credit modules. This contract had an initial term of five years with the option to renew for (one) 1 additional five-year term.

The initial five-year contract has expired. The Department of Building Safety wished to continue the relationship with Sages Networks, Inc., with a new professional services contract.

For the new contract, Building Safety has negotiated a new business model with Sages Networks. The expiring contract was based on a price-per-user model. It is proposed to go to an enterprise pricing model with the new contract, which is established with an annual fixed price based on the unique requirements of the county's operations.

If the county continued to use the price-per-user model, the new contract price would be \$126,184.00 per year, with possible adjustments for added users, functionalities, or other adjustments during the year. The proposed enterprise model will be set at \$130,000.00 per year for the five-year initial term of the contract (\$650,000.00 for the full five-year term).

The cost of the contract will be charged to each of the user departments. Budget realignments will be made in the mid-year adjustments to account for minor differences between each department's Fiscal Year 2026 budget and the amount to be charged for the contract.

A Contractor Performance Evaluation for Sages Networks' previous work with the county is attached (Attachment 2). Specifics of the proposed contract are as follows:

Contract Name	2576-S: SagesGov Plan Review, Permitting & Inspection Software	
Contractor	Sages Networks, Inc.	
Type of Contract	Professional service – Software as a Service	
Contract Amount:	FY 2026	\$130,000.00 (Total for all departments)
	5-Year Term	\$650,000.00 Five-Year Total

Budget: See Attachment # 1

Contract #2576-S: SagesGov Plan Review, Permitting & Inspection Software
Fiscal Year 2026 Allocation

Department	Building Safety	Planning and Zoning	Marshal/C E	Public Works	Engineering	EMD	Finance	IT	Fire Services	Water	Tax Assessor	Contract Total
Org Code	10070210	10070411	10070483	10040100	10010575	10040250	10010510	1001535	27030550	50541010	1001550	
Object	522236	522236	522236	522236	522236	522236	522236	522236	522236	522236	522236	
Contract Amount	\$47,555.34	\$13,071.63	\$5,312.35	\$614.98	\$3,627.39	\$18,556.27	\$3,541.58	\$2,151.81	\$9,775.88	\$25,097.77	\$695.00	\$130,000.00

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**Company Name: **Sages Networks, Inc**Contract Number: **1813-S**Mailing Address: **50 Hurt Plaza SE Ste. 1446**Contract Description or Title: **SagesGov Plan Review, Permitting & Inspection Software**City, St, Zip Code: **Atlanta, GA 30303**

Contract Term (Dates)

From: **07/01/2020**To: **06/30/2025**Phone Number: **404-892-6184 Extension 101**

Task Order Number:

Cell Number: **678-471-7392**

Other Reference:

E-Mail Address: **hkrishna@sagesnetworks.com****DEFINITIONS**

OUTSTANDING - Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			✓		
2. Condition of delivered products			✓		
3. Quality of work			✓		
4. Adherence to specifications or scope of work		✓			
5. Timely, appropriate, & satisfactory problem or complaint resolution		✓			
6. Timeliness and accuracy of invoicing			✓		
7. Working relationship / interfacing with county staff and citizens	✓				
8. Service Call (On-Call) response time	✓				
9. Adherence to contract budget and schedule		✓			
10. Other (specify):			✓		
11. Overall evaluation of contractor performance			✓		

EVALUATED BYSignature: *[Signature]*Date of Evaluation: *5/23/25*Print Name: *Leslie Nijer*Department/Division: *Building Safety*Title: *Building Official*Telephone No: *404-321-8086 / 404-305-5131*

[illegible][illegible]

COUNTY AGENDA REQUEST

Page 63 of 85

Department: Parks and Recreation

Presenter(s): Anita Godbee, Director

Meeting Date: Thursday, August 14, 2025

Type of Request: New Business #6

Wording for the Agenda:

Request to approve Ordinance 2025-03 to amend Fayette County Code of Ordinance Chapter 18 - PARKS AND RECREATION, regarding applicability of provisions, providing parking fees for Lake Kedron, and providing minor revisions to existing language.

Background/History/Details:

At the Board of Commissioners meeting on June 24, 2021, the Board voted to adjust the cost of the reservoir permits for all three county reservoirs.

The ordinance amendments will reflect the applicability of provisions and parking fees for all three Water Reservoirs which include Lake Horton, Lake McIntosh, and Lake Kedron.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2025-03 to amend Fayette County Code of Ordinance Chapter 18 - PARKS AND RECREATION, regarding applicability of provisions, providing parking fees for Lake Kedron, and providing minor revisions to existing language.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

Chapter 18 - PARKS AND RECREATION^[1]

Footnotes:

--- (1) ---

State Law reference— County recreation systems, O.C.G.A. § 36-64-1 et seq.

ARTICLE I. - IN GENERAL

Sec. 18-1. - Applicability.

The provisions contained in this article shall apply in all parks and recreational areas owned and operated by the county, ~~with the exception of those areas defined in this chapter as Lake Kedron, Starr's Mill, Lake Horton, and Lake McIntosh, except as provided in Article II, Article III, Article IV, Article V of this chapter. With respect to Lake Kedron, Starr's Mill, Lake Horton and Lake McIntosh, these provisions shall apply in addition to any provisions contained in Articles II, III, IV or V of this chapter. To the extent the provisions contained herein conflict with any provisions contained in Articles II, III, IV or V of this chapter, the provisions contained in said articles shall control.~~

(Ord. No. 2013-17, § 1(14-1), 1-23-2014)

Sec. 18-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Department means the county parks and recreation department, a department under the jurisdiction of the county board of commissioners.

Park and/or recreation facility means all recreation areas in parks, including land, buildings, lakes, ponds, streams, swimming pools, sports fields, cemeteries, and all other property and buildings owned, leased, or managed by the county, the department the designated agents or departments of the county, and including all recreation areas and parks in the county owned by the state or federal government and managed by the county.

Park employee means any employee of the county parks and recreation department.

Parks means all parks and all facilities located thereon, owned and/or controlled by the county and operated under the jurisdiction of the county parks and recreation department.

Person means any individual, citizen, group, association, firm, corporation or other legal entity that is authorized to use and enjoy the county's parks and any structure or facility located therein.

Vehicle means any motor-driven or engine-driven equipment, such as an automobile, truck, motorcycle, bicycle, sled, go-cart, scooter, skateboard, ATV, or Segway.

Weapon means firearm, rifle, pistol, revolver, paintball gun, or any weapon designed or intended to propel a shot, bullet, or other missile of any kind, or any device capable of discharging a projectile by air, spirit, gas or explosive, or any explosive substance or harmful solid, liquid and gaseous substance, or any spear, arrow, bow and arrow, slingshot, crossbow, spear gun, or any knife, as defined by state law, dirk, Bowie knife, switchblade knife, ballistic knife, or any other knife, straight-edged razor, spring stick, metal knuckles, blackjack, any club or other bludgeon-type weapon, or any flailing instrument or any disk which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart, or any weapon of like kind, and any stun gun, Taser or similar device.

(Ord. No. 2013-17, § 1(14-2), 1-23-2014)

Sec. 18-3. - Penalties.

- (a) Any person violating any of the provisions of this chapter shall be deemed guilty of a county ordinance violation and upon conviction shall be punished in accordance with this Code.
- (b) Any person violating any of the provisions of this chapter may be barred or suspended by the department from using any or all parks, if in the combined discretion of the department and law enforcement, such action is necessary to protect a park, the facilities located therein, or the public's health, safety or welfare.
- (c) Any person causing a disturbance or engaging in any activity which shall unreasonably interfere with the use and enjoyment of the park by citizens/visitors or who shall violate any ordinance of the county or law of the state shall leave the park upon notification by any authorized park employee or any law enforcement officer, and he shall not return to such park for a period of 24 hours.

(Ord. No. 2013-17, § 1(14-3), 1-23-2014)

Sec. 18-4. - Authority to issue citations for violations.

This chapter shall be enforced by any authorized law enforcement officer of the county. Where there has been a violation of any provisions of this chapter, the law enforcement officer in his discretion may issue a citation, warning and/or order the person to leave the park or recreation area.

(Ord. No. 2013-17, § 1(14-4), 1-23-2014)

Sec. 18-5. - Development of recreation programs.

The authority to develop programs of recreational activities and services designed to meet the leisure time needs of all persons is hereby granted to and vested in the department. The department shall have the power to maintain and equip parks, playgrounds, recreation centers, and the facilities associated therewith, and to establish, develop, and maintain a recreational system as provided in O.C.G.A. § 36-64-1 et seq.

(Ord. No. 2013-17, § 1(14-5), 1-23-2014)

Sec. 18-6. - Use of grounds and facilities generally.

Every person using the parks shall clean up all debris, extinguish all permitted fires, and leave the premises in good order and the facilities located thereon in a neat and sanitary condition.

(Ord. No. 2013-17, § 1(14-6), 1-23-2014)

Sec. 18-7. - Prohibited acts.

It shall be unlawful for any person using the parks, grounds, or facilities to either perform or permit to be performed any of the following acts:

- (1) Willfully mar, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables and benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices, or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

- (2) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, or other body of water in or adjacent to a park or tributary, stream, storm sewer, or drain flowing into such water, any substance, matter or thing, liquid or solid, which will or may result in the pollution of such waters.
- (3) Damage, cut, carve, transplant, or remove any tree or plant or vegetation, or any part thereof.
- (4) Hunt, molest, harm, frighten, kill, trap, chase, tease, shoot, or throw missiles at any animal, or remove or have in one's possession the eggs, nest, or young of any wild animal.
- (5) Bring in, dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or other trash or debris in a park or waters in or contiguous to a park, except within public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and shall be properly disposed of elsewhere. It shall be prohibited to take into, carry through, or put into a park, any litter generated from outside the park.
- (6) Disturb the peace, or use any profane or obscene language, or inflammatory language directed to incite, and likely to incite, imminent lawless action.
- (7) Commit any assault or battery, engage in fighting, or commit any other offense in violation of federal, state or county law.
- (8) Endanger the safety of any person by any conduct or act.
- (9) Prevent any person from using a park, or any of its facilities, or interfere with such use in contravention of the provisions of this chapter and rules applicable thereto.
- (10) Apply any chemical or fertilizer to any lawn, athletic field, soil, structure or facility of a park, unless so authorized by the department.
- (11) Introduce any plant material, seed, sod, tree, or shrub to any lawn, athletic field, forest or soil of a park, unless so authorized by the department.
- (12) Construct any new facility, paint any facility or make changes in present facilities without written approval of the department.
- (13) Vend, sell, peddle, or offer for sale any commodity or article within a park, unless such activity is authorized in writing by the department.
- (14) Possess, display, use, set off or attempt to ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics, except in conjunction with a written permit issued by the department.
- (15) Use any of the county parks and recreation facilities for fundraising activities and/or any political rallies or events, except in conjunction with a written permit issued by the department.
- (16) Operate any sound amplification device, including radios, television sets, stereos, public address systems, musical instruments, CD players and the like in such a manner as to unreasonably annoy, disturb, injure or endanger other persons, or to otherwise destroy the comfort, repose, peace or safety of other persons in a park unless authorized by the department.
- (17) Erect or use any temporary carnival or amusement ride or inflatables in a park unless authorized by the department.
- (18) Launch hot air balloons and hobby rockets from a park unless approved by written permit by the department.
- (19) Set up a tent, shack, or any other temporary shelter for the purpose of overnight stay, or leave in a park after closing hours any movable structure or vehicle to be used or that could be used for overnight stay, such as a house trailer, camp trailer, wagon, or the like, unless authorized by the department.

- (20) Violate any posted rule or regulation promulgated by the department relative to the use of a park.

(Ord. No. 2013-17, § 1(14-7), 1-23-2014)

Sec. 18-8. - Hours of operation.

All parks shall be open daily to the general public between the hours of sunrise to sunset, as designated by the U.S. Weather Service, unless authorized by the department. It shall be unlawful for any person other than county personnel conducting county business therein to come onto or be present in a park during any other hours. A park or section of a park may be closed to the public by the department at any time and for any length of time, either temporarily or at regular or stated intervals.

(Ord. No. 2013-17, § 1(14-8), 1-23-2014)

Sec. 18-9. - Group activity.

Whenever any group or organization desires to use a park to host an event for more than five people, such as a picnic, party, sports event or theatrical or other entertainment performance, a representative of such group shall first obtain a permit from the department for such purpose, unless the group is sponsored by the department as one of its scheduled programs. The department shall grant the application for a permit if it appears that the group will not interfere with the general use of the park by individual members of the public, and if the group meets all other reasonable conditions which may be imposed by the department. Such application may contain a requirement for an indemnity bond and/or on site security to protect the county from liability of any kind or character and to protect county property from damage.

(Ord. No. 2013-17, § 1(14-9), 1-23-2014)

Sec. 18-10. - Games.

It shall be unlawful for any person to endanger the general public in a park by taking part in or abetting the playing of any games involving thrown or otherwise propelled objects such as balls, stones, javelins, or model airplanes in such a way as to disregard the safety of those in the immediate vicinity of the playing of said games. The playing of rough or potentially dangerous games such as football, baseball, and soccer is prohibited except on the fields, courts, or areas provided therefor. Park areas other than those designated as golf clubs or driving ranges may not be used for golf practice, driving ranges, or putting greens.

(Ord. No. 2013-17, § 1(14-10), 1-23-2014)

Sec. 18-11. - Swimming.

It shall be unlawful for any person to swim, bathe, or wade in any waters or waterways in or adjacent to a park except in such waters and at such locations as are designated therefor and so posted. Such swimming activity shall be in compliance with regulations pertaining thereto as set forth in this chapter or hereafter adopted.

(Ord. No. 2013-17, § 1(14-11), 1-23-2014)

Sec. 18-12. - Boats and rafts.

It shall be unlawful for any person to use a boat or raft or other flotation device on any waterway, stream, lake or pond in a park unless written authorization allowing such activity is received by the department or as otherwise authorized in this chapter.

(Ord. No. 2013-17, § 1(14-12), 1-23-2014)

Sec. 18-13. - Fires restricted.

It shall be unlawful for any person to build or maintain a fire in a park or recreation facility except in designated areas which are clearly marked by signs or defined with fire rings, fireplaces, grills or other facilities designated for the purpose of safely maintaining a fire, except by written permit by the department. Fires shall be confined to those areas so designated, shall not be left unattended and must be completely extinguished prior to departure.

(Ord. No. 2013-17, § 1(14-13), 1-23-2014)

Sec. 18-14. - Animals.

- (a) It shall be unlawful for any person to bring a dangerous animal into a park; to permit a dog to be in a park unless such dog is on a leash of not more than six feet in length; to bring any animal onto an athletic or sports field/court within a park; to ride, graze or walk a horse or other type of hoofed animal within a park without obtaining written authorization from the department, unless the park is specifically designated for such use; to fail to immediately remove from the park and dispose in a sanitary manner excrement deposited by an animal in the person's possession and control while in a park; to fail to have in such person's possession, having possession and control of an animal, a device or equipment for the collection and removal of animal excrement. The provisions of this section shall not apply to a person having possession or control of an animal aiding the handicapped (i.e., guide dog) or to police or rescue personnel.
- (b) It shall be the duty of every animal owner or custodian of such animal in a park to immediately remove from such park such animal upon such animal exhibiting aggressive behavior toward any person or toward any other domesticated animal. For the purposes of this subsection, aggressive behavior includes, but is not limited to, barking, growling, bearing of teeth or fangs, biting or attempts to bite, or any other behavior that could reasonably be expected to scare or intimidate any person or domesticated animal.

(Ord. No. 2013-17, § 1(14-14), 1-23-2014)

Sec. 18-15. - Automobiles and off-road vehicles; parking restrictions.

- (a) It shall be unlawful for any person to drive or park any automobile or off-road vehicle except on a street, driveway, or parking lot in a park. Law enforcement or other public safety officials, and county employees whose duties require them to drive vehicles and equipment in other areas of a park shall be exempt from the limitations set forth in this section.
- (b) The speed limit for all vehicles shall be ten miles per hour within all parks.
- (c) It shall be unlawful to park a vehicle or trailer in a park or recreation facility except in those areas designated by the appropriate signs as vehicle parking areas or in marked parking spaces. It shall be unlawful to leave a vehicle or trailer standing or parked in a park or recreation facility during hours when the park or recreation facility is closed. It is unlawful for any person to park a vehicle or trailer in a parking space or location designated for handicapped parking unless the vehicle properly displays a handicapped parking permit. It shall be prohibited for any person to park in a recreation area if the owner of the vehicle or trailer is not utilizing the park unless authorized by the department. In all such instances in which a parked vehicle or trailer violates any provisions of this section, the

vehicle or trailer may be towed and impounded from the park or recreation facility at the owner's expense.

- (d) It shall be prohibited for persons to congregate within a parking area of a park so as to disrupt traffic or other persons, or so as to create a safety hazard.

(Ord. No. 2013-17, § 1(14-15), 1-23-2014)

Sec. 18-16. - Alcoholic beverages, tobacco products, controlled substances.

- (a) It shall be unlawful for any person to sell, possess or consume alcoholic beverages within a park except as provided in chapter 4.
- (b) It shall be a violation of this article for persons to smoke or use tobacco products in enclosed buildings in all parks or recreation facilities, and in all other areas of a park or recreation facility, unless otherwise posted. Persons under 18 years of age in possession of tobacco products can and will be charged under state law.
- (c) No person shall possess or use any drug or any other controlled substance, as defined in the laws of this state, except as permitted by the laws of this state, in any park.

(Ord. No. 2013-17, § 1(14-16), 1-23-2014)

Sec. 18-17. - Signs.

It shall be unlawful for any person to paste, glue, tack, post, erect or cause to be erected any sign, placard, advertisement, or inscription whatsoever within a park or highway or street adjacent to a park. This provision shall not apply to any properly authorized government official in pursuit of his official duty or by a person having received written authorization from the department. Any sign, placard, advertisement, or inscription authorized to be erected shall be in compliance with the county's sign ordinance and other applicable county regulations.

(Ord. No. 2013-17, § 1(14-17), 1-23-2014)

Sec. 18-18. - Fees.

A user fee shall be charged for any special or sports event, or other extraordinary program or activity as may be hereafter established by the department.

(Ord. No. 2013-17, § 1(14-18), 1-23-2014)

Sec. 18-19. - Weapons.

- (a) It shall be unlawful for any person to discharge any weapon or similar device in a park or recreation facility, unless said discharge was made in the protection of a person's life or property.
- (b) It shall be unlawful for any person to take into a park or recreation facility a weapon, or to use, carry or employ any weapon or similar device in a park or recreation facility, except as otherwise provided by applicable law. This subsection (b) shall not apply to firearms as defined by O.C.G.A. § 16-11-171(3) or to knives as defined by O.C.G.A. § 16-11-125.1.

(Ord. No. 2013-17, § 1(14-19), 1-23-2014)

Sec. 18-20. - Guidelines for issuance of special permits.

- (a) Permits for special events in a park or recreation facility shall be obtained by application to the director of the department or employees under the direction of the director. Guidelines for the issuance of permits by the director include:
- (1) That the proposed activity or use of the park or recreation facility will not unreasonably interfere with or detract from the enjoyment of the park or recreation facility;
 - (2) That the proposed activity or use of the park or recreation facility will not unreasonably interfere or detract from the promotion of public health, welfare, safety and recreation of a park or recreation facility;
 - (3) That the proposed activity or use of the park or recreation facility is not reasonably anticipated to incite violence, crime, or disorderly conduct;
 - (4) That the proposed activity or use of the park or recreation facility will not entail unusual, extraordinary, or burdensome expenses or policy operation by the county;
 - (5) That the proposed activity or use of the park or recreation facility will not conflict with existing parks and recreation services;
 - (6) That the proposed activity or use of the park or recreation facility desired has not been reserved for other use;
 - (7) That the permitting person or persons will abide by all other state, county and parks and recreation laws, ordinances, rules and regulations and shall be liable for any loss, damage, or injury sustained by any person whatsoever by reason of negligence of the person or persons to whom such permit shall have been issued; and
 - (8) That the director or the director's agent shall have the authority to revoke any permit upon the finding of a violation of any laws, ordinances, rules or regulations or upon good cause shown.
- (b) Persons may apply for a permit for a proposed activity or use of the park or recreation facility under the following categories: picnicking, fundraising, special event, food service for approved activities, and park or recreation facility rentals.

(Ord. No. 2013-17, § 1(14-1), 1-23-2014)

Sec. 18-21. - Improper personal conduct.

It shall be unlawful for any person to engage in any violent, abusive, lewd, profane, vulgar, wanton, obscene or otherwise disorderly speech or conduct that is or may be detrimental to the enjoyment of the park by the general public, or that could cause injury to other persons while in a park, which conduct may include, but is not limited to, loitering, fighting, throwing or breaking articles, indecent exposure, inappropriate sexual acts, urinating or defecating in public, or public drunkenness. No person shall upon or in connection with a park by act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any areas or into the structures designated for the use of a certain person or persons to the exclusion of others by written permit of the department.

(Ord. No. 2013-17, § 1(14-21), 1-23-2014)

Secs. 18-22—18-48. - Reserved.

ARTICLE II. - LAKE KEDRON

Sec. 18-49. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accompanied by means in the physical presence within the vessel of a person who is not under the influence of alcohol, toxic vapors or drugs to a degree that it would violate any applicable law if said person were operating the vessel.

City means the City of Peachtree City, Georgia, and any of its officials and/or agents and employees.

Lake Kedron means the county reservoir established along Flat Creek in the city and owned and operated by this county. This definition includes the lake at its normal pool elevation, a certain flood easement as shown on the records as kept in the clerk's office of the county superior court, dam site and public access and facilities.

Lake Kedron Recreation Facility means all pavilions, picnic areas and recreation areas around Lake Kedron as designated by the county.

Owner means the county and/or the board of commissioners.

Public access and facilities means any area open to the public in or about Lake Kedron as designated by the county.

Vessel means any watercraft of any description used or capable of being used as a means of transportation on water and specifically includes, but is not limited to, inflatable rafts and homemade vessels.

(Code 1992, § 14-26; Ord. No. 87-05, § 15-1, 5-14-1987; Ord. No. 2015-03, § 1, 2-26-2015; Ord. No. 2016-21, § 1, 11-10-2016)

Sec. 18-50. - Hours of operation.

Lake Kedron shall only be open to the general public from and to those public access and facility areas as designated by the county between the hours of 6:30 a.m. and 6:00 p.m. Eastern Standard Time or 6:30 a.m. and 8:30 p.m. daylight saving time, whichever is applicable.

(Code 1992, § 14-27; Ord. No. 87-05, § 15-2, 5-14-1987)

Sec. 18-51. - Prohibitions.

The following shall be prohibited on or about Lake Kedron and any other and all property surrounding such area as being property of the owner:

- (1) Swimming, wading.
- (2) Any activity allowing bodily contact with the water.
- (3) The operation of any hydrocarbon or alcohol-fueled power boats or other vessels so powered.
- (4) Water skiing.
- (5) Scuba diving.
- (6) Alcoholic beverages, smoking or the use of tobacco products.
- (7) Fishing from the shore except for the shore within a Lake Kedron recreation facility.

(Code 1992, § 14-28; Ord. No. 87-05, § 15-3, 5-14-1987; Ord. No. 2015-03, § 2—4, 2-26-2015)

Sec. 18-52. - Miscellaneous.

- (a) The general public shall have access to Lake Kedron only at those areas designated as public access and facilities by the owner.
- (b) Any person age 12 through 15 may operate a vessel which is electronically, wind or manually powered upon Lake Kedron provided that such person:
 - (1) Is accompanied by an adult 18 years of age or older who is authorized to operate the vessel; or
 - (2) Has completed a boating education course approved by the department.
- (c) Entry of any and all vehicles registered in any county, aside from Fayette County, upon the grounds of Lake HortonKedron shall cause the accrual of a daily efor-annual parking fee in an amount to be adopted as part of a schedule of fees by the Fayette County Board of Commissioners. Said fee shall be paid by the occupants of said vehicle subsequent to entering the Lake HortonKedron grounds, in accordance with the procedures and rules posted for said payment.

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(Code 1992, § 14-29; Ord. No. 87-05, § 15-4, 5-14-1987; Ord. No. 2015-03, § 5, 2-26-2015; Ord. No. 2016-21, § 2, 11-10-2016)

Sec. 18-53. - Use of grounds and facilities.

Every person using a Lake Kedron Recreation Facility shall clean up all debris, extinguish all permitted fires, and leave the premises in good order and in a neat and sanitary condition.

(Ord. No. 2015-03, § 6, 2-26-2015)

Sec. 18-54. - Group activity.

Whenever any group or organization desires to use a Lake Kedron Recreation Facility to host an event for more than five people, a representative of such group shall first obtain a permit from the county recreation department for such purpose. The county recreation department shall grant the application for a permit if it appears that the group will not interfere with the general use of Lake Kedron by individual members of the public, and if the group meets all other reasonable conditions which may be imposed by the department. Such application may contain a requirement for an indemnity bond and/or on site security to protect the county from liability of any kind or character and to protect county property from damage.

(Ord. No. 2015-03, § 6, 2-26-2015)

Sec. 18-55. - Fees.

A user fee may be charged for any event requiring a permit pursuant to section 18-54 of this article. Said fee shall be adopted as part of a schedule of fees by the county board of commissioners.

(Ord. No. 2015-03, § 6, 2-26-2015)

Sec. 18-56. - Guidelines for issuance of special permits.

- (a) Permits for events at a Lake Kedron Recreation Facility shall be obtained by application to the director of the county recreation department or his or her designee. Guidelines for the issuance of permits by the director include:

- (1) Whether the proposed activity or use of a Lake Kedron Recreation Facility will unreasonably interfere with or detract from the enjoyment of the lake or other recreation facilities by other members of the public;
 - (2) Whether the proposed activity or use of a Lake Kedron Recreation Facility will unreasonably interfere or detract from the promotion of public health, welfare and safety;
 - (3) Whether the proposed activity or use of a Lake Kedron Recreation Facility is reasonably anticipated to incite violence, crime or disorderly conduct;
 - (4) Whether the proposed activity or use of a Lake Kedron Recreation Facility will entail unusual, extraordinary or burdensome expenses or policy operation by the county;
 - (5) Whether the proposed activity or use of a Lake Kedron Recreation Facility will conflict with existing lake and recreation services; and
 - (6) Whether the desired Lake Kedron Recreation Facility has been reserved for another use.
- (b) The holder of any permit issued under this article shall abide by all other state, county and lake and recreation laws, ordinances, rules and regulations and shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of negligence of the person or persons to whom such permit shall have been issued.
- (c) The Director of the Fayette County Recreation Department or the Director of the Fayette County Water Systems or their designees shall have the authority to revoke any permit upon the finding of a violation of any laws, ordinances, rules or regulations or upon good cause shown.

(Ord. No. 2015-03, § 6, 2-26-2015)

Secs. 18-57—18-89. - Reserved.

ARTICLE III. - STARR'S MILL

Sec. 18-90. - Definitions.

The following words, terms and phrases, when used in this article shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Accompanied by means in the physical presence within the vessel of a person who is not under the influence of alcohol, toxic vapors or drugs to a degree that it would violate any applicable law if said person were operating the vessel.

Owner means the county and/or the board of commissioners.

Public access and facilities means any area open to the public in or about Starr's Mill as designated by the county.

Starr's Mill means the county reservoir established in the county and owned and operated by this county. This definition includes the lake at its normal pool elevation, dam site and public access and facilities.

Starr's Mill recreation facility means all pavilions, picnic areas and recreation areas around Starr's Mill as designated by the county.

Vessel means any watercraft of any description used or capable of being used as a means of transportation on water and specifically includes, but is not limited to, inflatable rafts and homemade vessels.

(Code 1992, § 14-40; Ord. No. 98-10, § 1, 11-4-1998; Ord. No. 2015-03, § 7, 2-26-2015; Ord. No. 2016-21, § 2, 11-10-2016)

Sec. 18-91. - Hours of operation.

Starr's Mill shall be open to the general public from and to those public access and facility areas as designated by the county between the hours of 6:30 a.m. and 6:00 p.m. Eastern Standard Time or 6:30 a.m. and 8:30 p.m. daylight saving time, whichever is applicable.

(Code 1992, § 14-41; Ord. No. 98-10, § 1, 11-4-1998)

Sec. 18-92. - Prohibitions.

The following shall be prohibited on or about Starr's Mill and any other and all property surrounding such area as being property of the owner:

- (1) Swimming, wading;
- (2) Any activity allowing bodily contact with the water;
- (3) The operation of any hydrocarbon or alcohol-fueled power boats or other vessels so powered;
- (4) Waterskiing;
- (5) Scuba diving;
- (6) Alcoholic beverages, smoking or the use of tobacco products; and
- (7) Fishing from the shore except for the shore within a Starr's Mill Recreation Facility.

(Code 1992, § 14-42; Ord. No. 98-10, § 1, 11-4-1998; Ord. No. 2015-03, §§ 8—10, 2-26-2015)

Sec. 18-93. - Miscellaneous.

- (a) The general public shall have access to Starr's Mill only at those areas designated as public access and facilities by the owner.
- (b) Any person age 12 through 15 may operate a vessel which is electronically, wind or manually powered upon Starr's Mill provided that such person:
 - (1) Is accompanied by an adult 18 years of age or older who is authorized to operate the vessel; or
 - (2) Has completed a boating education course approved by the department.

(Code 1992, § 14-43; Ord. No. 98-10, § 1, 11-4-1998; Ord. No. 2015-03, § 11, 2-26-2015; Ord. No. 2016-21, § 4, 11-10-2016)

Sec. 18-94. - Use of grounds and facilities.

Every person using a Starr's Mill Recreation Facility shall clean up all debris, extinguish all permitted fires, and leave the premises in good order and in a neat and sanitary condition.

(Ord. No. 2015-03, § 12, 2-26-2015)

Sec. 18-95. - Group activity.

Whenever any group or organization desires to use a Starr's Mill Recreation Facility to host an event for more than five people, a representative of such group shall first obtain a permit from the Fayette County Recreation Department for such purpose. The Fayette County Recreation Department shall grant the application for a permit if it appears that the group will not interfere with the general use of Starr's Mill

by individual members of the public, and if the group meets all other reasonable conditions which may be imposed by the department. Such application may contain a requirement for an indemnity bond and/or on site security to protect the county from liability of any kind or character and to protect county property from damage.

(Ord. No. 2015-03, § 12, 2-26-2015)

Sec. 18-96. - Fees.

A user fee may be charged for any event requiring a permit pursuant to section 18-95 of this article. Said fee shall be adopted as part of a schedule of fees by the Fayette County Board of Commissioners.

(Ord. No. 2015-03, § 12, 2-26-2015)

Sec. 18-97. - Guidelines for issuance of special permits.

- (a) Permits for events at a Starr's Mill Recreation Facility shall be obtained by application to the director of the Fayette County Recreation Department or his or her designee. Guidelines for the issuance of permits by the director include:
 - (1) Whether the proposed activity or use of a Starr's Mill Recreation Facility will unreasonably interfere with or detract from the enjoyment of the lake or other recreation facilities by other members of the public;
 - (2) Whether the proposed activity or use of a Starr's Mill Recreation Facility will unreasonably interfere or detract from the promotion of public health, welfare and safety;
 - (3) Whether the proposed activity or use of a Starr's Mill Recreation Facility is reasonably anticipated to incite violence, crime or disorderly conduct;
 - (4) Whether the proposed activity or use of a Starr's Mill Recreation Facility will entail unusual, extraordinary or burdensome expenses or policy operation by the county;
 - (5) Whether the proposed activity or use of a Starr's Mill Recreation Facility will conflict with existing lake and recreation services; and
 - (6) Whether the desired Starr's Mill Recreation Facility has been reserved for another use.
- (b) The holder of any permit issued under this article shall abide by all other state, county and lake and recreation laws, ordinances, rules and regulations and shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of negligence of the person or persons to whom such permit shall have been issued.
- (c) The Director of the Fayette County Recreation Department or the Director of the Fayette County Water Systems or their designees shall have the authority to revoke any permit upon the finding of a violation of any laws, ordinances, rules or regulations or upon good cause shown.

(Ord. No. 2015-03, § 12, 2-26-2015)

Secs. 18-98—18-131. - Reserved.

ARTICLE IV. - LAKE HORTON

Sec. 18-132. - Definitions.

The following words, terms and phrases, when used in this article shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Accompanied by means in the physical presence within the vessel of a person who is not under the influence of alcohol, toxic vapors or drugs to a degree that it would violate any applicable law if said person were operating the vessel.

Lake Horton means the county reservoir established in the county and owned and operated by this county. This definition includes the lake at its normal pool elevation, a certain flood easement as shown on the records as kept in the clerk's office of the county superior court, dam site and public access and facilities.

Lake Horton recreation facility means all pavilions, picnic areas and recreation areas around Lake Horton as designated by the county.

Owner means the county and/or the board of commissioners.

Public access and facilities means any area open to the public in or about Lake Horton as designated by the county.

Vessel means any watercraft of any description used or capable of being used as a means of transportation on water and specifically includes, but is not limited to, inflatable rafts and homemade vessels.

(Code 1992, § 14-60; Ord. No. 98-10, § 2, 11-4-1998; Ord. No. 2015-03, § 13, 2-26-2015; Ord. No. 2016-21, § 5, 11-10-2016)

Sec. 18-133. - Hours of operation.

Lake Horton shall be open to the general public from and to those public access and facility areas as designated by the county between the hours of 6:30 a.m. and 6:00 p.m. Eastern Standard Time or 6:30 a.m. and 8:30 p.m. daylight saving time, whichever is applicable.

(Code 1992, § 14-61; Ord. No. 98-10, § 2, 11-4-1998)

Sec. 18-134. - Prohibited activities.

The following shall be prohibited on or about Lake Horton and any other and all property surrounding such area as being property of the owner:

- (1) Swimming, wading;
- (2) Any activity allowing bodily contact with the water;
- (3) The operation of any hydrocarbon or alcohol-fueled power boats or other vessels so powered;
- (4) Water skiing;
- (5) Scuba diving;
- (6) Alcoholic beverages, smoking or the use of tobacco products; and
- (7) Fishing from shore except for the shore within the recreation area.

(Code 1992, § 14-62; Ord. No. 98-10, § 2, 11-4-1998; Ord. No. 2015-03, §§ 14,15, 2-26-2015)

Sec. 18-135. - Miscellaneous.

- (a) The general public shall have access to Lake Horton only at those areas designated as public access and facilities by the owner.

- (b) Any person age 12 through 15 may operate a vessel which is electronically, wind or manually powered upon Lake Horton provided that such person:
 - (1) Is accompanied by an adult 18 years of age or older who is authorized to operate the vessel; or
 - (2) Has completed a boating education course approved by the department.
- (c) Entry of any and all vehicles registered in any county, aside from Fayette County, upon the grounds of Lake Horton shall cause the accrual of a daily ~~of or~~ annual parking fee in an amount to be adopted as part of a schedule of fees by the Fayette County Board of Commissioners. Said fee shall be paid by the occupants of said vehicle subsequent to entering the Lake Horton grounds, in accordance with the procedures and rules posted for said payment.

(Code 1992, § 14-63; Ord. No. 98-10, § 2, 11-4-1998; Ord. No. 2004-20, § 1, 9-1-2004; Ord. No. 2015-03, §§ 16,17, 2-26-2015; Ord. No. 2016-21, § 6, 11-10-2016)

Sec. 18-136. - Use of grounds and facilities.

Every person using a Lake Horton Recreation Facility shall clean up all debris, extinguish all permitted fires, and leave the premises in good order and in a neat and sanitary condition.

(Ord. No. 2015-03, § 18, 2-26-2015)

Sec. 18-137. - Group activity.

Whenever any group or organization desires to use a Lake Horton Recreation Facility to host an event for more than five people, a representative of such group shall first obtain a permit from the Fayette County Recreation Department for such purpose. The Fayette County Recreation Department shall grant the application for a permit if it appears that the group will not interfere with the general use of Lake Horton by individual members of the public, and if the group meets all other reasonable conditions which may be imposed by the department. Such application may contain a requirement for an indemnity bond and/or on site security to protect the county from liability of any kind or character and to protect county property from damage.

(Ord. No. 2015-03, § 18, 2-26-2015)

Sec. 18-138. - Fees.

A user fee may be charged for any event requiring a permit pursuant to section 18-54 of this article. Said fee shall be adopted as part of a schedule of fees by the Fayette County Board of Commissioners.

(Ord. No. 2015-03, § 18, 2-26-2015)

Sec. 18-139. - Guidelines for issuance of special permits.

- (a) Permits for events at a Lake Horton Recreation Facility shall be obtained by application to the Director of the Fayette County Recreation Department or his or her designee. Guidelines for the issuance of permits by the director include:
 - (1) Whether the proposed activity or use of a Lake Horton Recreation Facility will unreasonably interfere with or detract from the enjoyment of the lake or other recreation facilities by other members of the public;
 - (2) Whether the proposed activity or use of a Lake Horton Recreation Facility will unreasonably interfere or detract from the promotion of public health, welfare and safety;

- (3) Whether the proposed activity or use of a Lake Horton Recreation Facility is reasonably anticipated to incite violence, crime or disorderly conduct;
 - (4) Whether the proposed activity or use of a Lake Horton Recreation Facility will entail unusual, extraordinary or burdensome expenses or policy operation by the county;
 - (5) Whether the proposed activity or use of a Lake Horton Recreation Facility will conflict with existing lake and recreation services; and
 - (6) Whether the desired Lake Horton Recreation Facility has been reserved for another use.
- (b) The holder of any permit issued under this article shall abide by all other state, county and lake and recreation laws, ordinances, rules and regulations and shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of negligence of the person or persons to whom such permit shall have been issued.
 - (c) The Director of the Fayette County Recreation Department or the Director of the Fayette County Water Systems or their designees shall have the authority to revoke any permit upon the finding of a violation of any laws, ordinances, rules or regulations or upon good cause shown.

(Ord. No. 2015-03, § 18, 2-26-2015)

Secs. 18-140—18-175. - Reserved.

ARTICLE V. - LAKE McINTOSH

Sec. 18-176. - Definitions.

The following words, terms and phrases, when used in this article shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Accompanied by means in the physical presence within the vessel of a person who is not under the influence of alcohol, toxic vapors or drugs to a degree that it would violate any applicable law if said person were operating the vessel.

Lake McIntosh means the county reservoir designated as Lake McIntosh and established in the county and owned and operated by this county. This definition includes the lake at its normal pool elevation, a certain flood easement as shown on the records as kept in the clerk's office of the county superior court, dam site and public access and facilities.

Lake McIntosh recreation facility means all pavilions, picnic areas and recreation areas around Lake McIntosh as designated by the county.

Owner means the county and/or the board of commissioners.

Public assess and facilities means any area open to the public in or about Lake McIntosh as designated by the county.

Vessel means any watercraft of any description used or capable of being used as a means of transportation on water and specifically includes, but is not limited to, inflatable rafts and homemade vessels.

(Code 1992, § 14-80; Ord. No. 2013-09, § 1, 7-9-2013; Ord. No. 2015-03, § 19, 2-26-2015; Ord. No. 2016-21, § 7, 11-10-2016)

Sec. 18-177. - Hours of operation.

Lake McIntosh shall be open to the general public from and to those public access and facility areas as designated by the county between the hours of 6:30 a.m. and 6:00 p.m. Eastern Standard Time or 6:30 a.m. and 8:30 p.m. daylight saving time, whichever is applicable.

(Code 1992, § 14-81; Ord. No. 2013-09, § 1, 7-9-2013)

Sec. 18-178. - Prohibited activities.

The following activities shall be prohibited on or about Lake McIntosh and any other property surrounding such area as being property of the owner:

- (1) Swimming, wading;
- (2) Any activity allowing bodily contact with the water;
- (3) The operation of any hydrocarbon or alcohol-fueled power boats or other vessels so powered;
- (4) Water skiing;
- (5) Scuba diving;
- (6) Alcoholic beverages, smoking or the use of tobacco products; and
- (7) Fishing from shore except for the shore within the recreation area.

(Code 1992, § 14-82; Ord. No. 2013-09, § 1, 7-9-2013; Ord. No. 2015-03, §§ 20,21, 2-26-2015)

Sec. 18-179. - Miscellaneous.

- (a) The general public shall have access to Lake McIntosh only at those areas designated as public access and facilities by the owner.
- (b) Any person age 12 through 15 may operate a vessel which is electronically, wind or manually powered upon Lake McIntosh provided that such person:
 - (1) Is accompanied by an adult 18 years of age or older who is authorized to operate the vessel; or
 - (2) Has completed a boating education course approved by the department.
- (c) Entry of any and all vehicles registered in any county, aside from Fayette County, upon the grounds of Lake McIntosh shall cause the accrual of a daily ~~ef-or~~ annual parking fee in an amount to be adopted as part of a schedule of fees by the Fayette County Board of Commissioners. Said fee shall be paid by the occupants of said vehicle subsequent to entering the Lake McIntosh grounds, in accordance with the procedures and rules posted for said payment.

(Code 1992, § 14-83; Ord. No. 2013-09, § 1, 7-9-2013; Ord. No. 2015-03, §§ 22,23, 2-26-2015; Ord. No. 2016-21, § 8, 11-10-2016)

Sec. 18-180. - Use of grounds and facilities.

Every person using a Lake McIntosh recreation facility shall clean up all debris, extinguish all permitted fires, and leave the premises in good order and in a neat and sanitary condition.

(Ord. No. 2015-03, § 25, 2-26-2015)

Editor's note— Ord. No. 2015-03, § 24, adopted Feb. 26, 2015, repealed the former § 18-180, and enacted a new § 18-180 as set out herein. The former § 18-180 pertained to penalty for violations and derived from Code 1992, § 14-84; Ord. No. 2013-09, § 1, 7-9-2013.

Sec. 18-181. - Group activity.

Whenever any group or organization desires to use a Lake McIntosh recreation facility to host an event for more than five people, a representative of such group shall first obtain a permit from the Fayette County Recreation Department for such purpose. The Fayette County Recreation Department shall grant the application for a permit if it appears that the group will not interfere with the general use of Lake McIntosh by individual members of the public, and if the group meets all other reasonable conditions which may be imposed by the department. Such application may contain a requirement for an indemnity bond and/or on site security to protect the county from liability of any kind or character and to protect county property from damage.

(Ord. No. 2015-03, § 25, 2-26-2015)

Sec. 18-182. - Fees.

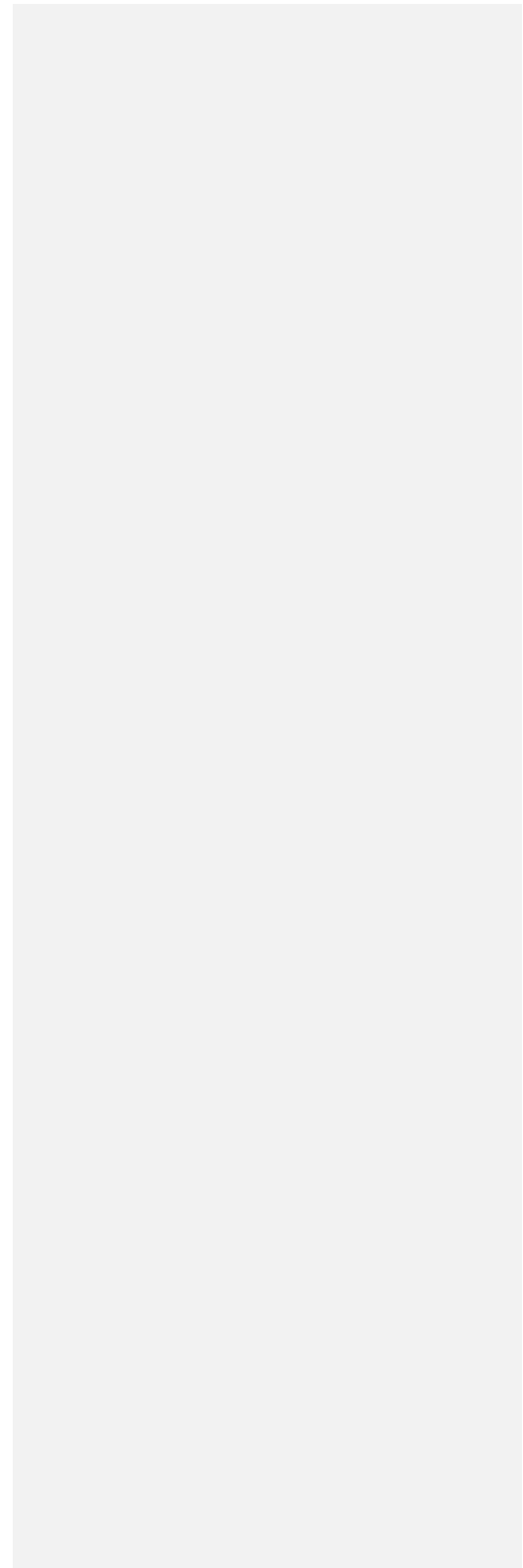
A user fee may be charged for any event requiring a permit pursuant to section 18-54 of this article. Said fee shall be adopted as part of a schedule of fees by the Fayette County Board of Commissioners.

(Ord. No. 2015-03, § 25, 2-26-2015)

Sec. 18-183. - Guidelines for issuance of special permits.

- (a) Permits for events at a Lake McIntosh Recreation Facility shall be obtained by application to the director of the Fayette County Recreation Department or his or her designee. Guidelines for the issuance of permits by the director include:
 - (1) Whether the proposed activity or use of a Lake McIntosh Recreation Facility will unreasonably interfere with or detract from the enjoyment of the lake or other recreation facilities by other members of the public;
 - (2) Whether the proposed activity or use of a Lake McIntosh Recreation Facility will unreasonably interfere or detract from the promotion of public health, welfare and safety;
 - (3) Whether the proposed activity or use of a Lake McIntosh Recreation Facility is reasonably anticipated to incite violence, crime or disorderly conduct;
 - (4) Whether the proposed activity or use of a Lake McIntosh Recreation Facility will entail unusual, extraordinary or burdensome expenses or policy operation by the county;
 - (5) Whether the proposed activity or use of a Lake McIntosh Recreation Facility will conflict with existing lake and recreation services; and
 - (6) Whether the desired Lake McIntosh Recreation Facility has been reserved for another use.
- (b) The holder of any permit issued under this article shall abide by all other state, county and lake and recreation laws, ordinances, rules and regulations and shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of negligence of the person or persons to whom such permit shall have been issued.
- (c) The director of the Fayette County Recreation Department or the Director of the Fayette County Water Systems or their designees shall have the authority to revoke any permit upon the finding of a violation of any laws, ordinances, rules or regulations or upon good cause shown.

(Ord. No. 2015-03, § 25, 2-26-2015)



STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2025-____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO REVISE PROVISIONS PERTAINING TO PARKS AND RECREATION; TO PROVIDE FOR APPLICABILITY OF PROVISIONS; TO PROVIDE FOR PARKING FEES FOR LAKE KEDRON; TO PROVIDE MINOR REVISIONS TO EXISTING LANGUAGE; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO PARKS AND RECREATION (CHAPTER 18), BE AMENDED AS FOLLOWS:

Section 1. By deleting Section 18-1, pertaining to “Applicability”, of Article I of Chapter 18, in its entirety, and by replacing it with a new Section 18-1 in Article I of Chapter 18, to be numbered and read as follows:

Sec. 18-1. Applicability.

The provisions contained in this article shall apply in all parks and recreational

areas owned and operated by the county. With respect to Lake Kedron, Starr's Mill, Lake Horton and Lake McIntosh, these provisions shall apply in addition to any provisions contained in Articles II, III, IV or V of this chapter. To the extent the provisions contained herein conflict with any provisions contained in Articles II, III, IV or V of this chapter, the provisions contained in said articles shall control.

Section 2. By adding a new Subsection (c) to Section 18-52, pertaining to "Miscellaneous", of Article II of Chapter 18, to be numbered and read as follows:

(c) Entry of any and all vehicles registered in any county, aside from Fayette County, upon the grounds of Lake Kedron shall cause the accrual of a daily or annual parking fee in an amount to be adopted as part of a schedule of fees by the Fayette County Board of Commissioners. Said fee shall be paid by the occupants of said vehicle subsequent to entering the Lake Kedron grounds, in accordance with the procedures and rules posted for said payment.

Section 3. By deleting subsection (c) of Section 18-135, pertaining to "Miscellaneous", of Article IV of Chapter 18, in its entirety, and by replacing it with a new Subsection (c) in Section 18-135 of Article IV of Chapter 18, to be numbered and read as follows:

(c) Entry of any and all vehicles registered in any county, aside from Fayette County, upon the grounds of Lake Horton shall cause the accrual of a daily or annual parking fee in an amount to be adopted as part of a schedule of fees by the Fayette County Board of

Commissioners. Said fee shall be paid by the occupants of said vehicle subsequent to entering the Lake Horton grounds, in accordance with the procedures and rules posted for said payment.

Section 4. By deleting subsection (c) of Section 18-179, pertaining to “Miscellaneous”, of Article V of Chapter 18, in its entirety, and by replacing it with a new Subsection (c) in Section 18-179 of Article V of Chapter 18, to be numbered and read as follows:

(c) Entry of any and all vehicles registered in any county, aside from Fayette County, upon the grounds of Lake McIntosh shall cause the accrual of a daily or annual parking fee in an amount to be adopted as part of a schedule of fees by the Fayette County Board of Commissioners. Said fee shall be paid by the occupants of said vehicle subsequent to entering the Lake McIntosh grounds, in accordance with the procedures and rules posted for said payment.

Section 5. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 6. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 7. In any event any section, subsection, sentence, clause or phrase of this Ordinance

shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declare that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2025.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney