

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday, June 8, 2010 at 9:00 a.m. in the hearing room of the Murray County Courthouse Annex.

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

By signature and execution the minutes of May 2010 were approved.

With no additions or deletions to the agenda, Commissioner Ridley adopted the agenda as presented.

Under new business the following items were addressed and approved.

- A. Approved Murray County Land Use Development Planning Commission Minutes Dated May 18, 2010.**

Chairman Steve Anglea called the meeting to order.

Edward Dunn made a motion to approve the minutes of the last meeting 2nd by Darrell Smith, all in favor, none opposed, motion carried.

Steve Anglea proposed adding Item 6, Mountain District Ordinance, to the agenda, all in favor, none opposed, motion carried.

Steve Anglea read rules of order and opened the public portion of the meeting.

Old Business: Conditional use of property owned by Charlie Trentham, tabled from the April meeting will be combined with Item 1 under New Business. Michael Trentham owner of property that abuts his father Charlie's property was present for the meeting. Mr. Trentham stated that he and his father would join their properties so they would have more acreage for their horses. He told the board that he plans to put a fence at least 300 feet away from property owned by Sandra Arnette and her sister Pearl, as they had objected at the last meeting because of the smell from the horses. He says he plans to build a shelter for his horses at least 100 ft away from property lines and he now owns 4 horses. He is also willing to sell 2 of the horses if he needs to in order to keep 2 of them. Dick Barnes said the request was in order for granting and if Mr. Trentham could shelter the animals and have sufficient room for grazing and feeding the animals he does not have a problem with the conditional use being granted. Nancy Young said all notices had been sent to adjacent property owners. Mr. Trentham's uncle Bill Trentham said he would like to see the board ok the request. No one else present either for or against the

request. David McDaniel made a motion to approve the request with the conditions that there only be 2 horses and the property be combined. Darrell Smith 2nd the motion, all in favor, none opposed, motion carried.

Commissioner requested rezones:

Item 2. Flood's Salvage Yard from HC to Ind.

Item 3. Property owned by Neil Keener from AG to HC, located on Hwy 225 North at the corner of 225 and Woodlawn Road.

Item 4. Property owned by John Davis from AG to HC located on Hwy 225 South. This property abuts the go car race track which is already HC.

Item 5. Property owned by Danny Ashe from RR to HC located on Hwy 225 North at the corner of 225 and Woodlawn, on the north side across from St. Clairs' Store. All these properties would be better used as Commercial and the Commissioner requests the rezones. Mr. Barnes discussed each one as to location and possible uses in the commercial zone district.

Chairman Steve Anglea closed the public portion of the hearing and asked for board discussion on the Items 2 thru 5 and also that these items be voted on together. After discussion Edward Dunn made a motion to approve the rezoning of items 2 thru 5, 2nd by David McDaniel, all in favor, none opposed, motion carried.

Item 6. Mountain District Ordinance. Chairman Steve Anglea suggested tabling this so the Board will have time to read and study the ordinance. Mr. Barnes explained some of the high points in the ordinance. He said that the county needs to put something in place that will protect the mountains but also let developers utilize the property. He said a couple of developers have talked with Commissioner Ridley about the ordinance. Some of the points to study were conservation subdivisions, vacation rentals, access by easement and private roads, home owners associations, lot sized and cluster developments. Mr. Barnes suggests the board meet for a work shop.

David McDaniel made a motion to table the Mountain Ordinance until the meeting on June 15 and to have a workshop before the meeting at 6:30. Darrell Smith 2nd the motion all in favor, none opposed, motion carried.

Darrell Smith made motion to adjourn the meeting, 2nd by David Wells, all in favor, none opposed, meeting adjourned.

B. Appointment: Emily Cogburn Chatsworth-Murray County Library Board

	<u>Term</u>	<u>Date Appointed</u>
Ms. Emily Cogburn	July 1, 2010 – June 30, 2014	June 8, 2010

**3350 Crandall-Ellijay Rd
Chatsworth, Georgia 30705**

**C. Agreement: To amend and restate the Georgia Defined Benefit Plan
for Murray County Employees
(See auxiliary files for detailed information)**

D. Vehicle Purchase

**Purchased 2010 Ford Crown Victorian from Chatsworth Ford, Chatsworth-Dalton
4 Lane, PO Box 1228, Chatsworth, Georgia 30705 for Murray County Sheriff's
Department at a cost of \$21,116.00 to be paid from Murray County Sploset Funds.**

**E. Agreement: To purchase and lease ambulance to Hospital Authority
And MMC**

AGREEMENT TO PURCHASE AND LEASE AMBULANCE

This Agreement is entered into this 8th day of June, 2010 (the "Effective Date") by and between **Murray Medical Center, Inc.**, a Georgia non-profit corporation ("MMC"), **The Hospital Authority of Murray County**, a public body corporate of the State of Georgia (the "Authority") and **Murray County, Georgia**, a public body and political subdivision of the State of Georgia ("County").

WHEREAS, MMC has requested the assistance of Authority and County to acquire a new ambulance which County would lease to MMC, and Authority and County purposes of this Agreement wish to consent to same;

WHEREAS, County has agreed, subject to the terms herein and financial participation of the Authority, to acquire a new ambulance and to lease same to MMC;

NOW, THEREFORE, the parties covenant and agree as follows:

1. Upon request of Authority, County will make available up to Nine Thousand Dollars (\$9,000) to be applied toward the difference of the actual total purchase price of a new ambulance (as more fully described on Exhibit A) ("Ambulance") and One Hundred Thousand Dollars (\$100,000). The Authority will, subject to paragraph 2, cover the remaining purchase price of the Ambulance. The Ambulance will be titled in the name of and owned by County but County will lease such Ambulance to MMC for One Dollar (\$1) per year. County and MMC will also perform with respect to such Ambulance the respective obligations set out in the Lease.

2. With respect to the portion of the purchase price for the Ambulance initially paid by the Authority, County will reimburse the Authority for such amount up to a maximum of \$100,000 within three (3) years from the date of purchase. The Authority acknowledges and agrees that County in its reasonable discretion may reimburse the Authority by and through a single lump sum payment, or periodic payments in amounts County determines are appropriate until paid in full.
3. County hereby represents and warrants to Authority and MMC that it is legally authorized to enter into the arrangement provided for herein and is not prohibited or limited by any contractual or legal requirement or obligation from making such commitments. County also represents and warrants that to the extent certain resolutions, authorizations and/or approvals are required by law that all such resolutions, authorizations and/or approvals have been adopted and obtained or will be adopted and obtained by the date of acquisition of the Ambulance.
4. County acknowledges and agrees that this obligations shall constitute a full and binding commitment which is not otherwise subject to or conditioned upon the passage of a Special Local Option Sales Tax or the availability of local tax or other revenues.
5. Authority hereby represents and warrants that it is fully and properly authorized to enter into this Amendment and Agreement and that the officers signing below have been authorized to execute this Amendment and Agreement on its behalf.
6. MMC and County hereby reaffirm and ratify the remaining terms and provisions of this agreement.

EXHIBIT A
(Ambulance Description)

2010 American Emergency Vehicle "Trauma Hawk" Ford E-450 Ambulance

F. Quit Claim: Portion of Treadwell Road from Hwy 52/76 South to Chatsworth City Limits conveyed to City of Chatsworth

THIS INDENTURE made this 8th day of June, 2010, between Murray County, Georgia, a Political Subdivision, Grantor, and The City of Chatsworth, a Municipal Corporation, Grantee.

The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the

parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSTH: That the GRANTOR, for and in consideration of \$1.00 and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever QUIT CLAIM unto the said GRANTEE, all the right, title, interest, claim or demand which the GRANTOR may have in and to the following described property:

All that tract or parcel of land lying and being in Land Lots 190 and 191 in the 9th District and 3rd Section of Murray County, Georgia, and being described as that certain road right of way known as Treadwell Road, said right of way being 60-feet in width, and commences at the southwest intersection of U.S. Highway No. 76 and Treadwell Road; thence in a southwesterly direction along the westerly right of way of Treadwell Road, to the south land lot line of Land Lot No. 190; thence east 60 feet, more or less, to the east right of way of Treadwell Road; thence in a northeasterly direction, along the east right of way of Treadwell Road, to the southerly right of way of U.S. Highway No. 76; thence in a westerly direction, a distance of 60 feet, more or less, to the southwest intersection U.S. Highway No. 76 and Treadwell Road, which is the point of beginning.

The purpose of this Quit Claim Deed is for the Grantor to relinquish all its right, title and interest to Grantee in and to the current right of way of known as Treadwell Road.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever, in Fee Simple, so that neither GRANTOR nor any other person claiming under GRANTOR shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

G. Agreement: To establish and sustain Department of Community and Economic Development between Murray County and cities of Eton and Chatsworth

**ESTABLISHMENT, SERVICES AND
SUSTAINABILITY**

**DEPARTMENT OF COMMUNITY AND ECONOMIC
DEVELOPMENT
SERVICE DELIVERY AGREEMENT**

WHEREAS, this Service Delivery Agreement, between Murray County, a political subdivision of the State of Georgia, formed and existing pursuant to the Constitution of the State of Georgia, and the City of Chatsworth and the City of Eton, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia; and

WHEREAS, 36-7-20 through 37-7-28, of the Official Code of Georgia Annotated mandates that Murray County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Murray County and said municipalities shall create and maintain a service delivery system which is efficient, effective and responsive to all citizens of Murray County; and

WHEREAS, 36-70-24(1) of the Official Code of Georgia Annotated mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps should be taken; and

WHEREAS, 36-70-25 of the Official Code of Georgia Annotated mandates that said Service Delivery Strategy receive the approval of Murray County and the governing authorities of municipalities located within Murray County on terms more particularly described in said Code Section; and

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above named entities, in consideration of the mutual covenants and promises contained herein, agree as follows concerning the establishment, services and sustainability of a Department of Community and Economic Development within Murray County.

WITNESSTH

**SECTION I.
DESCRIPTION OF CURRENT SERVICE DELIVERY
ARRANGEMENT**

With neither Murray County, the City of Chatsworth nor the City of Eton having the resources to solely provide the services afforded by a Department of Community and Economic Development, this Agreement establishes, defines services to be rendered and outlines sustainability for said Department working under the

direction and supervision of the governing authority of Murray County, Georgia, or its designee.

The Department will provide equitable services to all parties hereto and will be charged with directing, overseeing and executing efforts to improve the quality of life, enhance the educational achievement levels and promote growth, prosperity and diversity within the business community for all residents of Murray County, Georgia.

The Department will be jointly funded by the parties hereto and other contributory sources, as may be identified and agreed to by these partnering authorities. Should a Director of Community and Economic Development be identified and employed prior to January 01, 2011, proposed contributions will be prorated for the remainder of 2010. Initial, yearly levels of financial commitment to the establishment of this Department are agreed to as follows:

Murray County	\$137,500.00
City of Chatsworth	\$ 20,000.00
City of Eton	\$ 2,900.00

These contributions were determined assuming participation agreement with other contributors. Should any of these other contributors elect to remove themselves from this financial partnership, the levels of financial commitment from Murray County, the City of Chatsworth and/or the City of Eton will require amendment to effectively establish this Department. Remittance schedules will be determined following the execution of this Agreement by the parties hereto.

In that the services rendered by this Department cover the entire boundaries of Murray County, Georgia, including the incorporated cities of Chatsworth and Eton, no duplication of services exists in the provision of community and economic development activities.

SECTION II. FUTURE SERVICE DELIVERY SERVICES

The parties hereto agree that the current service delivery arrangement described above is efficient, effective and responsive to all citizens of Murray County, Georgia. Therefore, the parties hereto agree that no need exist to change said service delivery arrangement with the exception of addressing the budgetary requirement of said Department in subsequent years.

This annual, budgetary requirement will be determined, negotiated and agreed to by the parties hereto no later than August 31st of the year prior to the budget period (January-December) being proposed.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition or duplication of the current delivery arrangement, or in the future Service Delivery Strategy described in this Delivery Agreement, that part shall notify the other parties to this Agreement, in writing at their recognized addresses, so as to facilitate continued compliance with the requirements of Georgia law, as referenced above.

All parties are respectively encouraged to honor their annual commitments for the full year term, including the initial and all subsequent years in which they remain a party to this Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective parties set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

H. Agreement: with G.D.O.T. for Murray County to acquire Right-of-Way for bridge replacement on Dennis Mill Road at Rock Creek

Contract for Acquisition of Right of Way Project No. BR000-0000-00(687)Murray

(See Auxiliary Files for Detailed Information)

I. Agreement: Moreland-Altobelli to conduct appraisals and negotiations for Right-of-Way Acquisitions

AGREEMENT

This is an Agreement made as of, June 8, 2010 between Murray County Commissioner, a Political Subdivision of the State of Georgia ("Client") and Moreland Altobelli Associates, Inc., a Georgia Corporation ("Company").

The Client agrees to engage the Company, and the Company agrees to serve, as the Client's professional representative providing surveying, design and related engineering services as defined by this Agreement and the Exhibits attached hereto, and to provide advice and consultation to the Client within the authority and capacity of a professional.

1. **Description of Services.** Provide various surveying, design or engineering services as set forth in the Authorization for Professional Services attached hereto as Exhibit "A" (the "Authorization").
2. **Compensation.** The Client shall reimburse Company for all costs, direct and indirect, incurred in the performance of services under this Agreement as set forth in the Authorization. Billings shall be on a monthly basis. Rate sheet attached as Exhibit "B". As an alternate, each task may be priced on a lump sum basis. Exhibit B is subject to revision, but cannot be raised more than 5% per year. If the services to be provided by the Company are materially changed, the Client agrees that the amounts of compensation, rates and multiplier shall be equitably adjusted.
3. **Access.** The Client shall arrange for access to and make all provisions for the Company to enter upon public private property as required for the Company to perform its services.

4. **Termination.** This Agreement may be terminated by either party upon five (5) days written notice. In the event of termination, the Company shall be compensated for all services performed to termination date, together with expenses then due and all termination expenses as defined below. Termination expenses include expenses directly attributable to termination for which the Company is not otherwise compensated.
5. **Use o Documents.** Any reuse of documents prepared by the Company for purposes other than that originally intended without written verification of adaptation by the Company for the specific purpose intended, will be at the Client's sole risk and without liability or legal exposure to the Company.
6. **Qualifications.** The Company shall prepare all work in accordance with generally accepted professional practices, and it is not the intention of the Company to provide or offer to provide services inconsistent with or contrary to such practices, nor to make warranty or guarantee, expressed or implied. The Company shall be responsible for any and all damages to properties or persons caused by the negligent acts, errors or omissions of his employees, subcontractors, or agents, in the performance or non-performance of work under this Agreement; provided, however, that the Company's liability hereunder shall be limited to the compensation limits of insurance available to the Company.
7. **Insurance.** Company must have as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate c) Comprehensive Automobile Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate d) Excess Liability Insurance for Comprehensive General Liability and Comprehensive Automobile Liability, \$5,000,000 e) Professional Errors and Omissions Insurance with a per-claim limit of not less than \$1,000,000."
8. **Governing Law.** This Agreement is to be governed by the laws of the State of Georgia.
9. **Entire Agreement.** This Agreement, including the exhibits which are identified herein and attached hereto and which are hereby made a part hereof and incorporated herein by reference, constitutes the entire Agreement between Company and Client. There are no conditions, agreements or representations either written or oral between the parties except those expressed herein. This Agreement may only be altered, amended or repealed by a duly executed written instrument. It is not the intent of the parties to this Agreement to form a partnership or joint-venture.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

EXHIBIT "A"
AUTHORIZATION FOR PROFESSIONAL SERVICES

WORK AUTHORIZATION

TO: Moreland Altobelli Associates, Inc.

FROM: Murray County Commissioner

WORK ORDER MUR003

DATE: November 30, 2009

TASK: Preliminary title preparation, property appraisals right of way negotiations and property closings for the acquisition of necessary rights of way for the construction of Project BR-0000-00-(687) Dennis Mill Bridge Replacement.

SCOPE: Moreland Altobelli Associates Inc. will provide the referenced services for the Murray County Commissioner. Fees inclusive for providing Right-Of-Way Certification for letting

FEES:

Titles:				
Preliminary	6	@	\$250.00	\$ 1500.00
Appraisals:				
(GDOT format				
Uncomplicated	6	@	\$2000.00	\$ 12000.00
Negotiations:				
Parcel Acquisition	6	@	\$1800.00	\$ 10800.00
Closings	6	@	\$750.00	\$ 4500.00
TOTAL				\$ 28800.00

You are hereby authorized to proceed with the task as detailed above.

J. Agreement: Georgia Forestry Commission

**COOPERATIVE AGREEMENT
BETWEEN
GEORGIA FORESTRY COMMISSION
AND
COUNTY COMMISSIONER OF
MURRAY COUNTY**

THIS AGREEMENT hereby entered into this 8th day of June 2010, by and between the GEORGIA FORESTRY COMMISSION of the State of Georgia, by and through its Director acting as its agent, hereinafter referred to as “COMMISSION”, and Murray County, under the provisions of the “Forest Fire Protection Act”, approved February 23, 1949 (Ga. L. 1949, p. 937), as amended, particularly by an Act approved February 7, 1950 (Ga. L. 1950, p. 101), and Act approved March 3, 1955 (Ga. L. 1955, p. 309) and House Bill No. 1055 enacted by the 2010 session of the General Assembly of Georgia approved by the Governor.

W I T N E S S E T H:

WHEREAS, Murray County has petitioned COMMISSION for financial and technical aid in establishing and maintaining a forestry program.

NOW THEREFORE, for and in consideration of the mutual benefits and advantages to be derived from such a cooperative agreement, and in cooperation with and supplemental to the COMMISSION and its forestry program, the sufficiency of which is hereby knowledged, the parties hereto agree:

1. THE COUNTY COMMISSIONER AGREE:

- a. That COMMISSION may exercise direct supervision over such forestry program;**
- b. To deposit with COMMISSION to be spent as herein provided, a sum in dollars equal to the number of commercial private forest acres embraced and comprised within said County (the number of forest acres in each County to be based upon the most recent United States Forest Service forest survey for Georgia), multiplied by ten cents (.10), as the County’s share of the cooperative cost of the forestry program for the fiscal year, said amount to be paid in advance as follows (indicate one):**
monthly____ quarterly____ semi-annually__ annually x
and said payment to be made by the tenth day of the period covered as above indicated;
- c. That Unit Forestry personnel shall be employed and dismissed by the COMMISSION as it may deem advisable;**
- d. To cooperate with COMMISSION in general educational work;**

- e. That the District Manager shall be responsible directly to the COMMISSION for all activities within the organization;
- f. That any additional monies that may be needed by a County for extra service above that granted for basic service to similar areas and like conditions will be provided by said County without obligation from the State; and

2. THE COMMISSION AGREES:

- a. To keep necessary records, etc., so that an examination of the forestry program can be made at anytime;
- b. To operate the forestry program as effectively and efficiently as possible within the confines of the budget; and
- c. To do general forestry educational work within the area covered by this agreement.

3. THE PARTIES MUTUALLY AGREE:

- a. That the COMMISSION is hereby designated as the owner of all property, improvements and equipment purchased under this cooperative agreement, and should this agreement be terminated, as hereinafter provided, by either or both of the parties hereto, title to all improvement and equipment so purchased shall rest with the COMMISSION;
- b. That if, at any time, this agreement is terminated by either party for any reason, all unexpended County funds shall be refunded to said County, after all outstanding obligations have been paid;
- c. That should the County at any time fail to make payments promptly, the COMMISSION reserves the right to refuse to continue the operation of the unit forestry program;
- d. That all work covered by this agreement shall be under the direction and supervision of the COMMISSION, subject to the provisions of this agreement and the laws of the State and Federal Government now or hereafter enacted relative to forestry;
- e. That should adjoining units need assistance in controlling a large forest fire or large number of fires, assistance, will be given on request to said County by COMMISSION or its designated agent, provided equipment and manpower are not needed on an active fire or fires within its own unit;
- f. That this agreement shall be subject to all the provisions of the Act of the General Assembly of Georgia referred to as the "Regional Forest Fire Protection Compact" (Ga. L. 1953, Nov.-Dec. Sess., p.49; Ga. Code Ann., Ch. 43-9), more particularly but not limited to the provisions therein made of the cooperative temporary lending of facilities and equipment by participating units and States; and

- g. That this agreement shall be subject to all provisions and conditions which may be made in the future by law, and no vested rights shall be acquired by any party hereto as against any such change made by law.

THIS AGREEMENT becomes binding on the date it is signed by both parties hereto and shall continue in force and effect until terminated by either or both parties upon sixty (60) days written notice by one to the other.

THE PROVISIONS contained within this agreement shall not be implemented until July 1, 2010, being the date upon which H.B. No. 1055, enacted by the 2010 Session of the General Assembly of Georgia and approved by the Governor on May 12, 2010 becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date written opposite each signature.

This 8th day of June, 2010.

Documents are located in the auxiliary file.

ADJOURNMENT:

This 1st day of June, 2010.

ATTEST:

Tommy Parker, Interim County Clerk

David Ridley, Commissioner

In Attendance: David Ridley, Tom Starnes, Tommy Parker, Pat Ausmus, Michael Jones, Patty Jones, Emily Cogburn, Chris Johnson, Gary Tanner, Dick Barnes, Louis Dykes, Ray Swanson, Alan Abernathy, LB Ridley, Matt Sanford, Ramone Edmons, Brittany Pittman, Joan Dooley, Angie Hix, Richard Hix, Mack Belue, Ron Vail and Bob Beavers