

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday, July 7, 2009 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 June, 2009 were approved.

With an addition of item (G) Agreement: Between Murray County and Moreland Altobelli Associates, Inc. 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 June 16, 2009**

Chairman Steve Anglea called the meeting to order.

Edward Dunn made a motion to approve the agenda, 2nd by David McDaniel.

**David McDaniel made a motion to approve the minutes of the May meeting.
Edward Dunn 2nd the motion, all in favor, none opposed, motion carried.**

Old Business: None

New Business:

Item 1. Conditional Use of property owned by Catarina Jacinto at 2057 Hwy 225 North in land lot 152 district 9 of Murray County. Mrs. Jacinto would like to keep animals on her property. Mrs. Jacinto was not present she was represented by Victor Bautista. There was no one present either for or against the request. Public portion of the meeting closed for board discussion. David McDaniel made a motion to approve the request with the condition that only 3 lambs and 10 chickens are to be kept on the property at any time also the shelter for the animals must be in compliance with Murray County regulations. Edward Dunn 2nd the motion, all in favor, none opposed, motion carried.

Item 2. Re-Classification of property owned by Gary Spivey located at 1641 Red Cut Road in land lot 12 district 9 of Murray County. Mr. Spivey was present for the meeting. Dick Barnes said the request was in order for presenting and the office recommends approval and that all notices had been sent to adjacent property owners. Mr. Spivey stated he would like to sell the house with 0.69 acres of land. No one present to speak for or against the request. Public portion of the meeting closed for board discussion. Edward Dunn made a motion to approve the request. David Wells 2nd the motion. All in favor, none opposed, motion carried.

Item 3. Re-Classification of property from SR to RR at 275 Booger Branch Road owned by Lamar Williams in land lot 20 district 10 of Murray County. Mr. Williams was present for the meeting, he wants to put a mobile home on the property. Dick Barnes said the request was in order for presenting and the office recommends approval, also all notices had been sent to adjoining property owners. No one present either for or against the request. Public portion of the meeting closed for board discussion. David McDaniel made a motion to approve the request, David Wells 2nd the motion, all in favor, none opposed, motion carried.

Item 4. Commissioner Question....Does the board want to be compensated for the meetings with a payment of \$50.00 or continue to get paid mileage? The board decided to leave the compensation alone for this year, (mileage pay). Board will recommend the Commissioner review budget and fee schedule for next year to help pay for any change in policy. Each board member will have the option to receive or decline compensation.

David McDaniel made a motion to close the meeting 2nd by Edward Dunn. Meeting Closed.

B. Resolution: Authorizing use of speed detective devices

RESOLUTION

WHEREAS, speeding vehicles in or through Murray County pose a serious threat to the public health, safety, and welfare of the citizens of Murray County.

WHEREAS, the Murray County Sheriff's Department is lawfully authorized to exercise the powers of arrest and to enforce the traffic laws of this state.

WHEREAS, the Murray County Commissioner has determined that it is in the best interest of the citizens of Murray County to authorize the Murray County Sheriff's Department to utilize speed detection devices within their lawful jurisdiction.

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED, that the Murray County Commissioner hereby approves of and desires the use of speed

detection devices by its law enforcement officials consistent with the laws and regulations of the State of Georgia.

RECORD CERTIFICATION

All copies of a Resolution authorizing the use of speed detection devices sent to the Department of Public Safety must have an original certification including an original signature.

The below named certifies that the attached is a true and correct copy of a Resolution adopted on July 7, 2009 by Murray County Government before a lawfully held meeting of the Commissioner which Resolution authorizes the use of speed detection devices by the Murray County Sheriff's Department.

So certified this _____ day of _____, 2009.

Records Custodian Signature
Name Charlene Miles
Title Deputy County Clerk

Tom Starnes, County Manager Explained Item "C"

C. Contract: State of Georgia Contract between Lookout Mountain Community Services Board and Murray County

STATE OF GEORGIA MURRAY COUNTY FY 2010

This contract is made and entered into July 1, 2009, by and between Lookout Mountain Community Services Board, doing business as Lookout Mountain Community Services, hereinafter referred to as "LMCS", and MURRAY COUNTY, hereinafter referred to as "Agency".

WITNESSTH

In consideration of the contract price of payment rates listed below, and the parties' mutual promises set forth in this agreement, and reliant thereupon, LMCS and the Agency agree as follows:

1. **SERVICES TO BE PROVIDED:** The Agency will provide transportation as requested by DHR agencies and Aging program as required.
2. **PAYMENT:** LMCS will pay Agency rates as detailed in Annex "A", attached hereto. Maximum payment for the fiscal year shall not exceed \$150,159.00 and/or 19,100 maximum trips. LMCS shall reimburse Agency for allowable trips within 15 workdays of current invoice submission. Aging trips have a Title III Match requirement that is deducted from monthly payment as detailed in Annex A.
3. **DESIGNATED TARGET POPULATION:** LMCS and the Agency anticipate that the services provided will be provided for the principal benefit of persons receiving services from Department of Human Resources agencies.
4. **DOCUMENTATION AND REPORTING PROCEDURES:** The Agency shall maintain the following documentation and make available to DHR Regional Coordinator and/or LMCS all records and documents during normal operating hours:
 - A. All trips will be documented per DHR requirements as described in the DHR Transportation Manual or any correspondence from DHR and LMCS.
 - B. A monthly invoice shall be submitted within five (5) workdays from the end of the month.
 - C. Manifests shall be made available within two (2) working days to LMCS as requested.
 - D. All personnel information on any drivers providing services under this contract, which information shall be made available to LMCS within two (2) working days of a request by LMCS. All drivers must undergo Criminal History Background Checks. Per O.C.G.A. 49-2-14, this background check must include fingerprinting. The background check may take up to four months, during which time employment should be probationary.
 - E. The verification of records and other data and information on all drivers, employees, and operators shall be the exclusive duty of the agency rather than LMCS.
 - F. The expense of maintenance and review of drug screening and driving history of drivers shall be sole and exclusive duty of Agency rather than LMCS.
5. **MONITORING PROCEDURES:** During the term of this Contract, the Agency shall comply with all contract requirements. The DHR Regional Coordinator and/or LMCS will monitor for compliance. Failure to comply shall be grounds for immediate termination by LMCS of this agreement, and in such event the liquidated damages provision of paragraph 8 hereof shall apply.

6. **CONFLICTS OF INTEREST:** The Agency represents to LMCS that the entering into of this Contract and the performance by the Agency of the services required hereunder does not violate any applicable conflicts of interest standards imposed under federal, state and local law, ordinance, rule, or regulation.
7. **RELATIONSHIP:** The relationship between LMCS and the Agency under this Contract is that of independent contractor and nothing herein shall be deemed to create the relationship of principal and agent, master or servant, or employer and employee, joint venture, partnership, or other collaborative enterprise between the parties hereto. Agency irrevocably confirms that it rather than LMCS controls the time, means, and method of performance of the duties of the drivers and operators involved in this contract.
8. **INSURANCE:** Agency acknowledges and agrees to provide all necessary workers' compensation, liability, property, and casualty, and medical insurance coverage to all drivers providing the transportation services contracted for herein. Agency shall maintain at all times a policy of liability insurance providing liability coverage for claims arising from the use and operation of vehicles used in the implementation of this contract. Such liability insurance shall provide coverage in an amount not less than one million dollars single limits, and LMCS shall be included as a named insured in such policy. LMCS shall be furnished a copy of such insurance policy and shall be informed not less than 48 hours in advance of any changes proposed to be made to such coverage.
9. **TERM AND TERMINATION:** The term of this Contract shall be for one (1) year commencing at 12.01 a.m. on July 1, 2009, and continuing to and through 12:00 a.m. on June 30, 2010. If either party desire to terminated this contract prior to June 30, 2010, such party shall advise the other party, in writing, not less than sixty (60) days prior to the desired termination date, if the termination is without cause. In addition, this Contract may be terminated by LMCS on such shorter notice as may in its judgment be appropriate in the event funding anticipated by LMCS for the payment of compensation due the Agency ceases to be available or if notice is received by LMCS that such funding will cease. If the Agency terminates the contract without a 60-day notice, the sum of \$400/day up to 60-day notice as liquidated damages shall be immediately due and paid by Agency to LMCS to cover the cost of acquiring replacement drivers.
10. **INDEMNIFICATION:** Agency herewith covenants and agrees to indemnify and hold harmless LMCS from all claims, judgments, settlements, and/or recoveries, however obtained, by any drivers, passengers, or third-party claimants, asserting claims for recovery against the operators an/or Agency, its drivers, vehicles, or insureds

arising out of the use and operation of the vehicles involved in this transportation agreement. In connection therewith, Agency herewith waives, to the extent permissible by law, all exemption of immunity from suit if may possess or claim arising from or premised upon any claim of sovereign or governmental immunity, with respect to any action, suit, cross-claim or counterclaim which may be asserted by LMCS against Agency to recovery any sum due to LMCS under this contract or to enforce any right given to LMCS by this contract. Agency consents to the jurisdiction of the Superior Court of the county in which the services hereunder have been performed.

IN WITNESS WHEREOF, LMCS and the Agency, acting through their duly authorized representatives, have signed this Contract, which is effective as of the date stated herein.

MURRAY COUNTY
DHR Transportation – Region One
BUDGETED TRIPS AND DOLLARS FOR FISCAL YEAR 2010
FY10 – as of: July 1, 2009

ANNEX A

Division of Developmental Disabilities

	<u>MurrayCoDevelopmtCtr</u>		<u>HR Bridgeway</u>		<u>Cross Plains</u>			
Type of Trip		# of Trips	Amount	# of Trips	Amount	# of Trips	Amount	Total Trips TotAmt
Single Trip Rate x	7.85	12,500	\$98,125.00	500	\$3,925.00	3,000	\$23,550.00	16,000 \$125,600
No-Show Trip Rate x	5.00		.00		\$0.00	0	.00	0 \$0.00
MCDC Sub-contract x	7.85	3,000	\$23,550.00	0	\$0.00			3,000 \$23,550
Center Pay(if applicable)				0				
Totals		15,500	\$121,675.00	500	\$3,925.00	3,000	\$23,550.00	19,000 \$149,150

Division of Mental Health

	<u>Whitfield MH</u>	
Type of Trip	# of Trips	Amount
Single Trip Rate x	\$7.85	0
No-Show Trip Rate x	\$5.00	\$0.00
Center Pay (if applicable)		
Totals	0	\$0.00

Division of Family and Children Services

	<u>Murray County DFCS</u>	
Type of Trip	# of Trips	Amount
Single Trip Rate x	\$10.09	100
No-Show Trip Rate x	\$ 5.00	0
Totals	100	\$1,009.00

Maximum DHR Trips: 19,100
Maximum Payment \$150,159.00

Assurances: The above information is true and has been verified. The passenger trips are in accordance with the DHR contract. The reimbursement is for eligible trips only. The trips reported have been verified eligible trips.

Submit by 5th of month to: Lookout Mountain Transit 184 Industrial Blvd
Chickamauga, GA 30707

Tommy Parker, Administrative Assistant Explained Item "D"

D. Resolution: To Reimburse Special Purpose Local Option Sales Tax

**STATE OF GEORGIA
MURRAY COUNTY, GA**

RESOLUTION TO REIMBURSE

WHEREAS, the voters of Murray County by a 2006 referendum authorized a Special Purpose Local Option Sales Tax for the purpose of funding certain capital projects as defined by the referendum and,

WHEREAS, in the course of funding said projects the funds derived from the Special Purpose Local Option Sales Tax will become temporarily depleted and,

WHEREAS, in order to continue funding of certain projects it will become necessary to borrow temporarily from the Murray county General Operating Fund and,

WHEREAS, the Murray County Commissioner desires to reimburse the General Operating Fund of Murray County from funds derived from the Special Purpose Local Option Sales Tax.

THEREFORE, BE IT RESOLVED, that the Murray County Commissioner hereby declares his official intent to reimburse the General Fund of Murray County on or before December 31, 2009 for expenses incurred for projects authorized by said referendum and,

BE IT FURTHER RESOLVED, that a copy of this resolution be placed in the official minutes of Murray County and made available for public inspection by the public in accordance with the provisions of law.

E. Appointment: Mack Belue as Murray County's Representative to Board of Directors Conasauga River Alliance

Term Jan 1, 2008 - December 31, 2011

(Appointed to Replace Calvin Burger due to Retirement from Board)

F. Contract: Inmate Healthcare and Stop Loss Coverage

ADMINISTRATIVE SERVICES AGREEMENT

This agreement, effective the 1st day of July, 2009 is by and between Murray County Commissioner in its capacity of Sponsor and Plan Administrator of the Murray County Commissioner Inmate Medical Program (hereinafter called the "Plan") and Administrative Solutions, Inc. (hereinafter called "ASI").

WITNESSTH

Kennesaw, Georgia 30144 (800-447-0460)

Full Legal Name of Applicant and Address

Murray County Jail

121 North 4th Avenue

Chatsworth, GA 30705

Telephone No: 706-517-1400

Contract Period: Effective Date: 07/01/2009 Expiration Date: 6/30/2010

Name and Address of Plan Supervisor:

Administrative Solutions, Inc. PO Box 2490 Alpharetta, GA 30023-2490

Estimated Initial Enrollment: Composite: 127 Total Covered Units: 127

Retirees Covered = No

The Utilization Review vendor will be: Hines and Associates

Deposit Premium (Minimum of first month's estimated premium): \$2,603.50

Covered Expenses Paid under the Employee Benefit Plan for the following Plan

Benefits are covered for Specific Stop Loss Insurance = Medical

Specific Deductible in each Contract Period per Covered Person: \$20,000

Contract Basis: 12/15 Covered Expenses Incurred from 07/01/2009 through 06/30/2010, and Paid from 07/01/2009 through 09/30/2010

Specific Lifetime Reimbursement Maximum per Covered Person: \$250,000

Specific Individual Specific Deductible: None

Monthly Specific Premium Rates: Composite \$20.50

Specific Percentage Reimbursable 100%

Specific Terminal Liability Option = No

ADOPTED THIS 7th DAY OF JULY 2009.

Tom Starnes, County Manager Explained Item "G"

G. Agreement: Between Murray County and Moreland Altobelli Associated, Inc. for surveying and engineering services

This is an Agreement made as of July 7, 2009 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 to compensation, rates and multiplier shall be equitably adjusted.
- 3. Access.** The Client shall arrange for access to a make all provisions for the Company to enter upon public and 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 expense 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 of 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 any 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 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 instruments. 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.

**MORELAND ALTOBELLI ASSOCIATES, INC.
HOURLY RATE SCHEDULE
(Effective January 1, 2009)**

CLASSIFICATION	RATE PER HOUR
Principal	\$150.00
Senior Professional/Department Head/Program Manager	\$140.00
Registered Professional/Engineer/Project Manger/Surveyor/GIS Manager	\$120.00
Right of Way Review Appraiser	\$100.00
Engineer	\$98.00
Professional	\$75.00
Construction Engineer	\$85.00
Designer/GIS Specialist	\$75.00
Senior Inspector	\$71.00
Inspector	\$55.00
Design/Survey Technician/CADD Operator	\$66.00
Clerical	\$50.00
Paralegal	\$60.00
Senior Field Technician	\$70.00
Field Technician	\$55.00
Survey Crew (2 person)	\$100.00
Survey Crew (1 person and robotic instrument)	\$90.00
Survey Crew (3 person)	\$125.00
Survey Crew with GPS	\$110.00
Acquisition Specialist	\$72.00

A 15% markup will be added to all expenses
Mileage will be billed up to but not in excess of the Federal limit

EXHIBIT "A"
AUTHORIZATION FOR PROFESSIONAL SERVICES
WORK AUTHORIZATION

TO: Moreland Altobelli Associates, Inc.
FROM: Murray County Commissioner

WORK ORDER MUR001

DATE: March 10, 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 STP-0213-00-(013) CR 19/Old Federal Road Grade Separation at CSX Railroad.

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

FEES:	Titles:				
	Preliminary	6	@	\$ 250.00	\$1,500.00
	Appraisals:				
	(GDOT format				
	uncomplicated)	6	@	\$2000.00	\$12,000.00
	Negotiations:				
	Parcel Acquisition	6	@	\$1800.00	\$10800.00
	Closings	6	@	\$ 750.00	\$ 4500.00
	TOTAL				\$28,800.00

Notice to proceed will be issued from client. Receipt of notice to proceed by the company will validate work authorization.

Documents are located in the auxiliary file.

ADJOURNMENT:

This 7th day of July, 2009

ATTEST:

Charlene Miles, Deputy Clerk

David Ridley, Commissioner

In Attendance: David Ridley, Charlene Miles, Tommy Parker, Tom Starnes, Mack Belue, Milton Clarke, WDNN TV Station, Merinda Frost and Stacie Beach

