

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday, July 5, 2011 at 7:00 p.m. at the Veterans Memorial Park located at 651 Hyden Tyler Road in the Robert Ensley Meeting Room.

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

By signature and execution the minute of June 2011 were approved.

With no additions or deletions to the agenda, Interim Commissioner Starnes 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 28, 2011**

The meeting was called to order by Chairman Steve Anglea at 7:00 p.m. The first order of business was approval of the agenda. Edward Dunn made the motion to approve the agenda, David McDaniel seconded the motion and the motion was unanimously approved.

The next order of business was approval of the minutes from the May meeting. Edward Dunn made the motion to approve the minutes as written. The motion was seconded by Larry Morrison and was unanimously approved.

Old Business: None

New Business:

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

Item 1. Reclassification of property from SR to AG owned by Ricky Everette in land lot 264 district 27 of Murray County addressed on Old Hwy 2. Dick Barnes said the request was in order for presenting and the acreage meets the minimum allowed for the AG district. An adjacent tract of land was rezoned to AG a few months ago. He recommends approval. Nancy Young said that notices had been sent. Mr. Everette was present for the meeting and said he wanted to build a barn and ride horses on the weekends. 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, 2nd by Edward Dunn, motion unanimously approved.

Item 2. Reclassification of 6.81 acres of property owned by Kristi Blaylock at 85 Hardwork Road, in land lot 317 and district 9 of Murray County from SR to RR. Ms. Blaylock was present and stated she wanted to put a manufactured home on the property. Dick Barnes said the request was in order for presenting and this is a mixed use area and the property could be zoned AG as it meets minimum acreage for AG this would allow for one dwelling and could not be a mobile home park. Mrs. Blaylock said it would be fine to rezone it to AG. Nancy Young said notices had been sent to adjacent property owners. Mr. Bill Ledford of 2495 Hwy 225 South said he had no objections if they were only going to put one home on the property. No one else present for or against the request. Public portion of the hearing closed for board discussion. David McDaniel made a motion to approve the request and change the zone to AG not RR, 2nd by Larry Morrison, the motion was unanimously approved.

Item 3. Reclassification of property from SR to RR owned by Hector Torres located on Smyrna Church Road in land lot 46 district 8 of Murray County being .93 of an acre. Mrs. Torres was present and said the property would be used for a mobile home if it is rezoned. Mr. Barnes said the request was in order for presenting and that this property was surveying out in 2007 and it was originally to have a sit built house on it, the minimum acreage for a mobile home is 1 acre, the lot does not meet that requirement so the office does not recommend approval. Nancy Young said all notices had been sent. No one else either for or against the request. Public portion of the meeting closed for board discussion. David McDaniel made a motion to deny the request because of minimum acreage requirements, 2nd by Edward Dunn, the motion was unanimously approved.

Item 4. Ordinance change, Mr. Barnes gave the board hand outs showing the change recommended in Chapter 2, Land Use District Ordinance, Article VI, Table 6.4, Amusement Park/Outdoor Entertainment. The “Conditional Use” will be in the AG, NC, and HC Land Use Districts only, also under Appendix B, the Zoning, Chapter 2, Land Use District Ordinance, Article VI, Table 6.4 will allow for a Conditional Use in the AG, NC, and HC districts only for “Farmers Market”. With a Conditional Use the board could set Buffers and Set Back Requirements for each request as they are brought before the board for approval. David McDaniel made a motion to approve the Ordinance Changes, 2nd by Edward Dunn, the motion was unanimously approved.

B. Amendment: Land Use District Ordinance Amusement Park, Outdoor Entertainment and Farmers Market

AMENDMENT NUMBER 10

RESOLUTION OF THE MURRAY COUNTY COMMISSIONER AMENDING APPENDIX OF THE CODE OF MURRAY COUNTY

WHEREAS, the Commissioner of Murray County adopted the Murray County Land Use District Ordinance on or about August 5, 2003; and

WHEREAS, the Murray County Commissioner finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public, and

WHEREAS, it is the desire of the Murray County Commissioner to promote the goals and objectives, and policies of the Murray County, Chatsworth and Eton Joint Comprehensive Plan 1994-2015; and

NOW THEREFORE BE IT SO RESOLVED by the Murray County Commissioner that The Code of Murray County is to be amended as follows:

Under Appendix B, Zoning, Chapter 2, Land Use District Ordinance, Article VI, Table 6.4, Amusement Park shall be amended to read as follows:

Amusement Park/Outdoor Entertainment, provided that any such development shall operate only vehicles and/or power generating equipment with adequate muffler devices, unless the affected property owner(s) waive the provision, in writing. Permanent sanitary facilities are required and must be approved by the health department.

Under Appendix B, Zoning, Chapter 2, Land Use District Ordinance, Article VI, Table 6.4, Amusement Parker/Outdoor Entertainment, shall be amended to allow for a “Conditional Use” in the AG, NC, and HC Land Use Districts only, and shall be denoted by the letter “C”:

Under Appendix B, Zoning, Chapter 2, Land Use District Ordinance, Article VI, Table 6.4, Farmers Market, shall be amended to allow for a “Conditional Use” in the AG, NC and HC Land Use Districts only, and shall be denoted by the letter “C”:

SO ORDAINED AND EFFECTIVE, the 5th day of July, 2011.

C. Ordinance: 1st Reading to authorize E-911 Surcharge on Prepaid Wireless Transactions

**AMENDMENT
TO
THE CODE OF MURRAY COUNTY
FOR**

**IMPOSING A 9-1-1 CHARGE ON
PREPAID WIRELESS SERVICE**

STATE OF GEORGIA

COUNTY OF MURRAY

WHEREAS, the Commissioner of Murray County has determined that it is in the best interest of the public to amend The Code of Murray County and,

WHEREAS, the Commissioner of Murray County finds such amendments to be useful, necessary, and proper and,

WHEREAS, Part 4 of Article 2 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated, as amended by Act No. 187, Georgia Laws 2011, authorizes counties and cities that operate a 9-1-1 public safety answering point to impose a 9-1-1 charge on prepaid wireless service at the retail point of sale; and,

WHEREAS, pursuant to Code Section 46-5-134.2 of the Official Code of Georgia Annotated such charges may be imposed at the rate of 75 cents per retail transaction; and

WHEREAS, revenues received by a county or municipality from such charges must be deposited in the emergency telephone assistance fund maintained by the county or municipality; and

WHEREAS, imposition of the charge on prepaid wireless service is contingent upon the enactment of an ordinance or resolution of the county or municipality; and

WHEREAS, Murray county operates a 9-1-1 public safety answering point.

NOW THEREFORE BE IT SO RESOLVED, by the Murray County Commissioner, that The Code of Murray County be amended as follows:

Section 1. 9-1-1 Charge on Prepaid Wireless Transactions

In accordance with O.C.G.A. 46-5-134.2, there is hereby imposed a prepaid wireless 9-1-1 charge as defined by O.C.G.A. 46-5-134.2(a)(4)upon every prepaid wireless retail transaction occurring within the jurisdiction of the public service answering point in the amount of 75 cents.

Section 2. Collection of 9-1-1 Charge on Prepaid Wireless Transactions

Prepaid wireless 9-1-1 charges collected by sellers shall be remitted to the Commissioner of the Department of Revenue at the times and in the manner provided by Chapter 8 of Title 48 of the Official Code of Georgia Annotated with respect to the sales and use tax imposed on prepaid wireless calling service.

Section 3. Administrative Provisions

The Clerk of the County is hereby directed to file with the State Revenue Commissioner a certified copy of this ordinance and amendments thereto, in accordance with O.C.G.A. 46-5-134.2(j)(1), within ten (10) days of enactment of this ordinance.

Section 4. Depositing of Funds; Use of Funds

In accordance with O.C.G.A. 46-5-134.2(j)(5), funds, received by this county from charges imposed by this ordinance shall be deposited in the Emergency Telephone System Fund maintained by this county pursuant to O.C.G.A. 46-5-134 and kept separate from general revenue of the jurisdiction; all such funds shall be used exclusively for the purposes authorized by O.C.G.A. 46-5-134(e).

Section 5. Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Effective date

The ordinance shall become effective January 1, 2012.

First Reading this 5th day of July, 2011

Be IT ORDAINED this 2nd day of August, 2011, by the Commissioner of Murray County, Georgia.

D. Contract: Lookout Mountain Community Services as agent for Georgia Department of Human Resources for annual Transportation Services

STATE OF GEORGIA CONTRACT MURRAY COUNTY FY 2012

This contract is made and entered into July 1, 2011, 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."

WITNESSETH:

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 programs as required.
- 2. PAYMENT:** LMCS will pay Agency rates as detailed in Annex "A," attached thereto. Maximum payment for the fiscal year shall not exceed maximum payment and/or maximum trips on Annex A. 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 or 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 the 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 or local law, ordinance, rule, or regulation.
- 7. RELATIONSHIP:** The relationship between LMCS and the Agency under this Contract is that of independent contract 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, 2011, and continuing to and through 12:00 a.m. on June 30, 2012. If either party desires to terminate this contract prior to June 30, 2012, 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 the 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 an drivers, passengers, or third-party claimants, asserting claims for recovery against the operators and/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 it 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 recover 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.

**Department of Human Services Transportation-Region One
Subcontract with Lookout Mountain Community Services
Reimbursement of Consumer Trips (one way)
For the Period July 1, 2011 through June 30, 2012**

Annex A

Provider	Division	Site	Type	Rate	Trips	Dollars
Murray Co 5311	Division of Developmental Disabilities	HR Bridgeway	Single Trip Rate	7.85	500	3,925.00
			No-Show Trip Rate	5.00	-	-
			Center Pay	-	-	-
		HR Bridgeway Total			500	3,925.00
		MCDC	Single Trip Rate	7.85	13,000	102,050.00
			No-Show Trip Rate	5.00	-	-
			Center Pay	-	-	-
		MCDC Total			13,000	102,050.00
		Cross Plains	Single Trip Rate	7.85	1,000	7,850.00
			No-Show Trip Rate	5.00	-	-
			Center Pay	-	-	-
		Cross Plains Total			1,000	7,850.00
		MCDC(Sub)	MCDC Subcontract	7.85	-	-
		MCDC(Sub)Total			-	-
		HR Bridgeway(Sub)	MCDC Subcontract	7.85	-	-
		HR Bridgeway(Sub)Total			-	-
		Cross Plains (Sub)	MCDC Subcontract	7.85	-	-
		Cross Plains(Sub)Total			-	-
		MCDC(5317)	MCDC 5317	7.85	-	-
		MCDC(5317)Total			-	-
		Cross Plains (5317)	MCDC 5317	7.85	-	-
		Cross Plains (5317)Total			-	-
	Division of Development Disabilities				14,500	113,825.00
	Division of Behavioral Health	Division of Behavioral Health	Single Trip Rate	7.85	-	-
			No-Show Trip Rate	5.00	-	-
			Center Pay	-	-	-
		Division of Behavioral Health			-	-
	Division of Behavioral Health Total					
	Division of Aging Services	Murray Nutrition Center	Single Trip Rate	5.75	-	-
			No-Show Trip Rate	5.00	-	-

Murray Nutrition Center Total						-	-
Division of Aging Services Total						50	504.50
Division of Family & Children Serv	Division of Family & Children S	Single Trip Rate	10.09				
		No-Show Trip Rate	5.00				
				50		504.50	
	Division of Family & Children Services Total					50	504.50
Division of Family & Children Services Total						50	504.50
In Kind						-	-
MURRAY COUNTY 5311 Total						14,550	114,329.50

Documents are located in auxiliary files.

ADJOURNMENT:

This 5th day of July, 2011

ATTEST:

Tommy Parker, Interim County Clerk **Tom Starnes, Interim Co Commissioner**

In Attendance: Tom Starnes, Tommy Parker, Mark Millican and Lori Harrison