

GEORGIA, Murray County

Minutes

The Murray County Commissioner held a public meeting Tuesday, February 5, 2013 at 9:00 a.m. in the hearing room of the Murray County Courthouse Annex.

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

By signature and execution the minutes of January, 2013 were approved.

With no additions or deletions to the agenda, Commissioner Pittman 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 January 15, 2013**

The meeting was called to order by Chairman Steve Anglea

First order of business was approval of the agenda. Motion to approve the agenda made by David McDaniel, 2nd by Terry Wilson, all in favor, none opposed, motion carried. Motion to approve the minutes by Edward Dunn, 2nd by Larry Morrison, all in favor, none opposed, motion carried.

No Old Business

New Business: Chairman Anglea read rules of order and opened the public portion of the meeting.

Item 1. Re-Classification of property from RR to AG, owned by North Georgia National Bank, located at 7683 Hwy 225 South, being 22.328 acres in land lot 150 district 8 of Murray County. Mr. Rodney Quarles, was present as a representative of the bank, he said the bank had a lot invested in this property and they just wanted the correct zone so there would be no problems in the future. Dick Barnes said the request was in order for presenting, he said this tract was an active farm and was incorrectly zoned, he recommends the rezone be approved. Nancy Young said all notices had been sent to adjoining property owners. No one present for or against the request. Public portion of hearing closed for board discussion Edward Dunn made a motion to approve request, 2nd by David McDaniel, all in favor, none opposed, motion approved.

Item 2. Re-Classification of property from RR to NC owned by Freedom Seekers Motorcycle

Club, Inc. in land lot 99 district 8 of Murray County, located at 182 Sunrise Lane, being 1.75 acres. Dick Barnes said the request was in order for granting, he does not recommend approval. Nancy Young said all notices had been sent. Mr. Eric Ward was present representing the Freedom Seekers Motorcycle Club. Attached are the comments presented in favor of the rezoning. Public portion of hearing closed for board discussion. Larry Morrison said he would excuse himself from voting on this request because he knows some members of the Club. He also said if this request was denied he would like the county to help these people find a suitable place for their club. Mr. Tim Caldwell of Sunrise Lane said he had no problem with the Club staying at their current place. Those in opposition: David Pittman, Sunrise Lane says he is concerned about the value of his property and the fact that the club allows alcohol consumption on the premises. Lynn Burns, 246 Sunrise Lane, has petitions signed by the residents of Sunrise Lane, he says that the club has parties and are very noisy he also is worried about the alcohol consumption by the club. Debra Neighbors, Sunrise Lane, has no problem with the motorcycle club being in her neighborhood she just doesn't want the property rezoned. Charles Stevenson, 1014 North Holly Drive does not like the constant noise of motorcycles going in and out all the time. Cathy Burns, Sunrise Lane, does not like the noise, she says some people there work night shift and they cannot sleep for the noise, also most residents of Sunrise Lane are over 60 years old and just can't tolerate the noise. Jane Ownby, North Holly Drive says the lot that the club owns is just too small for them. Mr. Ward's rebuttal, he wants to let the neighbors know that they will be helpful, such as keeping the streets clean. He wants the area to be safe for children to play and have a good impact on the community. He says alcohol is consumed at their parties, but it's not sold there. Public portion of the meeting closed for board discussion. Steve Anglea said he rode through the area and it is very well kept and clean. However, this is a large residential area and this is a small lot. He asked Mr. Ward how many members there were in his club and Mr. Ward said there are 11 in this branch, the main club is located in Rome, Georgia. David McDaniel said he thinks the club could be good for the county but this is just not an appropriate location so he makes a motion to deny the rezone, 2nd by Terry Wilson, all in favor, none opposed, motion carried.

David McDaniel made a motion to adjourn, 2nd by Edward Dunn, all in favor, meeting adjourned.

- B. Guaranty: \$2,242,450 on promissory note from Murray County Hospital Authority to Hamilton Health Care System, Inc.

GUARANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of HAMILTON HEALTH CARE SYSTEM, INC., a Georgia nonprofit corporation whose address is 1200 Memorial Drive, P.O. Box 1900, Dalton, Georgia 30720 (hereinafter sometimes referred to as "System") arranging for financial accommodations to HOSPITAL AUTHORITY OF MURRAY COUNTY, a public body, corporate and politic of the State of Georgia whose address is 707 Old Ellijay Highway, P.O. Box 1406, Chatsworth, Georgia 30705 (hereinafter sometimes referred to, along with its successors and assigns, as "Authority"); MURRAY COUNTY, a public body, corporate and politic of the state of Georgia whose address is 121 N. Fourth Ave., P.O. Box 1129, Chatsworth, Georgia 30705 (hereinafter sometimes referred to as "Guarantor"), does hereby unconditionally and absolutely guarantee the payment of two million two hundred forty-one thousand six

hundred twenty-nine and 36/100 dollars (\$2,241,629.36) of principal, together with all costs, expenses and interest thereon (all of said indebtedness, liabilities and obligations being hereinafter referred to as the “Obligations”) owing to System by Authority under that certain Promissory Note dated January 31, 2012 executed and delivered by Authority in favor of System in the original principal amount of five million eight hundred ninety-three thousand one hundred ninety-nine dollars and seventy cents (\$5,893,199.70) (the “Note”).

The obligation of Guarantor hereunder is primary and unconditional and shall be enforceable before, concurrently or after any claim or demand is made or suit is filed against Authority or any other guarantor or surety and before, concurrently or after, any proceeding by System against any security, and shall be effective regardless of the solvency or insolvency of Authority at any time, the extension, renewal or modification of the Note or the Obligations by operation of law, agreement or otherwise, or the subsequent reorganization, merger or consolidation of Authority or any other change in its composition, nature, personnel or location. The obligation hereunder may be considered by System either as a guaranty or agreement of surety.

In the event of a default by Authority under the Note, System shall have the right to enforce its rights, powers and remedies thereunder or hereunder or under any other instrument now or hereafter evidencing, securing or otherwise relating to the transactions contemplated by the Note, in any order, and all rights, powers and remedies available to System in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity. Accordingly, Guarantor hereby authorizes and empowers System upon acceleration of the maturity of the Note at its sole discretion, and without notice to Guarantor, to exercise any right, power or remedy which System may have, including, but not limited to, judicial foreclosure, exercise of rights of power of sale, acceptance of a deed or assignment in lieu of foreclosure, appointment of a receiver to collect rents and profits, exercise of remedies against personal property, or enforcement of any assignments of leases, as to any security, whether real or personal, tangible or intangible. If the Obligations guaranteed hereby are partially paid because System (or its successors or assigns) elects to pursue any of the remedies available to System, or if such Obligations are otherwise partially paid, this Guaranty shall nevertheless remain in full force and effect and Guarantor shall remain liable for the entire balance of the Obligations guaranteed hereby, even though any rights which Guarantor may have against Authority may be destroyed or diminished by the exercise of any such remedy. Until all of the Obligations have been paid and performed in full, Guarantor shall have no right of subrogation to System’s rights against Authority, and Guarantor hereby waives all rights to enforce any remedy which System may have against Authority and any rights to participate in any security for the Obligations.

Payment of any sum or sums due to System hereunder will be made by Guarantor immediately upon demand by System. If claim is ever made upon System for the payment or recovery of any amount or amounts received by System in payment of any of the Obligations and System repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over Authority or any of its property, or (b) any settlement or compromise of any such claim effected by System with any such claimant (including Authority), then in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon Guarantor, notwithstanding any termination or revocation hereof or the cancellation of the Note or any other note or other instrument evidencing any of the Obligations, and Guarantor shall be and remain obligated to System

hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by System.

Guarantor agrees to pay all costs of System of collection of any sum or sums due hereunder, and, if collected by or through an attorney, fifteen percent (15%) of the principal and interest of the sum or sums due as attorneys' fees together with all other legal and court expenses.

Guarantor agrees that its obligation hereunder shall not be discharged or impaired in any respect by reason of any failure by System to perfect, or continue perfection of, any lien or security interest in any security or any delay by System in perfecting any such lien or security interest.

Guarantor hereby acknowledges and affirms that the financial accommodations provided by System to Authority by way of the extension of time of payment of such sums as would otherwise be owing by Authority to System and Hamilton Medical Center, Inc. upon termination of the Lease Agreement between Authority and Murray Medical Center, Inc. ("MMCI") dated March 16, 2006 as provided in the Asset Transfer Agreement among Authority, MMCI, System and Guarantor dated January 31, 2012 (the "Asset Transfer Agreement") and the Note are in the best interest of the residents of Murray County in order to provide proper health care and services to the citizens of Murray County and to provide facilities for medical care and hospitalization of the indigent sick and to best assure the provision of hospital facilities for the residents of Murray County who may require the use of such facilities. System is willing to make financial accommodations to or on behalf of Authority only on the condition that this Guaranty is executed by Guarantor and delivered to System.

This Guaranty is an absolute, unconditional and continuing guaranty, and shall remain effective so long as any of the Obligations exist (including Obligations that arise under successive transactions which cause System to continue its obligations under the Note from time to time, or renew, extend or modify the Note, or substitution of the Note as contemplated by the Asset Transfer Agreement or the re-amortization of the payment of the Note as provided therein). Guarantor agrees that, without notice to or further consent from Guarantor, and without prejudice to the rights of System hereunder, System may, at any time and from time to time, either with or without consideration: (a) surrender any property or other security of any kind or nature whatsoever held by System (or by any person, firm or corporation on its behalf or for its account) to secure the Obligations; (b) substitute for any collateral so held by it other collateral of any kind; (c) waive, release, amend or modify any terms of any agreement concerning the Obligations; (d) extend or renew any of the Note or the Obligations for any period; (e) grant releases, compromises, or indulgence with respect to any of the Note or the Obligations to any persons or entities now or hereafter liable thereunder or hereunder; (f) release Guarantor or any other guarantor or endorser of the Note or the Obligations; and/or (g) take or fail to take any other action of any type whatsoever. No action which System shall take, fail to take, or delay in taking in connection with the Note or the Obligations, or any security for Authority's payment or performance, nor any waiver or course of dealing with Authority or any other person, shall release Guarantor's obligations hereunder, affect this Guaranty

in any way or (except to the extent of any willful misconduct in bad faith by System) afford Guarantor any recourse against System. Notwithstanding the foregoing, Guarantor shall have no responsibilities or obligations beyond the total payment of two million two hundred forty-one thousand six hundred twenty-nine and 36/100 dollars (\$2,241,629.36) of principal, together with all costs, expenses and interest thereon as provided in the Note.

To the extent waivable by applicable law, Guarantor hereby waives and agrees not to assert or take advantage of: (a) the defense of the statute of limitations in any action hereunder or for the collection or performance of the Note or the Obligations; (b) any defense that may arise by reason of the incapacity or lack of authority of Guarantor or any other person or entity; (c) the failure of System to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceedings) of the Authority or any other person or entity; (d) any defense based on the failure of System to give notice of the existence, creation or incurrence of any new or additional obligation, or of any action or inaction on the part of the person in connection with the Note or the Obligations; (e) any defense based upon an election of remedies by System which destroys or otherwise impairs any subrogation rights of Guarantor or the right of Guarantor to proceed against Authority for reimbursement or both; (f) any defense based upon System's failure to commence an action against Authority; (g) any duty on the part of System to disclose to Guarantor any facts it may now or hereafter know regarding Authority; (h) any requirement of acceptance or notice of acceptance of this Guaranty by System; (i) any requirement of presentment, notice of presentment, and demand for payment of any of the indebtedness or performance of the Note or any of the Obligations; (j) any requirement of protest and notice of dishonor or of default to Guarantor or to any other party with respect to the indebtedness or performance of the Note or the Obligations; (k) any requirement for any and all other notices whatsoever to which Guarantor might otherwise be entitled; (l) any defense based on lack of due diligence by System in perfection, collection, protection or realization upon any collateral securing or intended to secure any or all of the Note or the Obligations; (m) any right to contest the commercial reasonableness of the disposition of any or all collateral; (n) any right of subrogation, reimbursement or indemnity whatsoever and any right of recourse to or with respect to any assets or property of Authority or to any collateral for the Note or the Obligations until System has received full and final payment which may not be avoided by operation of law; (o) any other legal or equitable defense whatsoever to which Guarantor might otherwise be entitled; (p) any right to require an action be brought by Authority or any other person or to require that resort be had to any security or to any balance of any deposit account or credit on the books of System in favor of Authority or any other person; and (q) any rights which may be conferred under Official Code of Georgia Annotated Section 10-7-24, as the same may be amended from time to time.

Guarantor acknowledges that this Guaranty was executed and delivered in Georgia, and shall be governed and construed in accordance with Georgia Law. Where appropriate, words of the masculine gender shall include the feminine and neuter; and the singular shall include the plural and vice versa.

This Guaranty may not be changed orally and neither the Note nor any of the Obligations can be released or waived by System or any officer or agent of System, except by writing signed by a duly authorized officer of System and bearing the seal of System.

All notices, elections or demands permitted or required to be made under this Guaranty shall be in writing at the addresses stated on page one of this Guaranty, or to such other address as any party hereto shall hereafter specify by notice to the other parties hereto, and shall be deemed effective either: (i) on the date personally delivered to the address indicated herein, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (ii) upon deposit in the United States mail if by certified mail, return receipt requested, addressed to the intended recipient at the address indicated herein; (iii) on the day deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service, for overnight next day delivery, addressed to such party at the address indicated herein; or (iv) upon confirmed transmission, if delivered by facsimile, addressed to the intended recipient at the fax number indicated herein.

This Guaranty shall be binding upon the legal representatives, successors and assigns of the Guarantor and shall inure to the benefit of and may be enforced by System, its successors and assigns, and also by any person to whom all or any part of the Note or the Obligations may be sold or transferred.

This Guaranty supersedes all prior negotiations, agreements and understandings between the parties hereto with respect to the subject matter hereof and thereof, constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof, and may not be altered or amended except in writing signed by the Guarantor and System.

IN WITNESS WHEREOF, Guarantor has hereunto executed this Guaranty as of the 1st day of January 2013.

C. Contract: GA D.O.T. FY 2013 Section 5311 Public Transportation Capital Grant \$4,200 to Replace Computer System

COMPENSATION

It is understood and agreed that the DEPARTMENT shall deliver to the SPONSOR the following: NONE

It is further understood and agreed that the DEPARTMENT shall participate in the SPONSOR'S purchase of the following: ONE (1) Computer/Printer

It is understood and agreed that the total estimated eligible net project cost if FOUR THOUSAND TWO HUNDRED and 00/100 Dollars (\$4,200.00), as shown in EXHIBIT A, (See Auxiliary File for Full Details of this Agreement) Budget Estimate, which is attached and incorporated as if fully set out herein. The SPONSOR shall pay the DEPARTMENT ZERO AND 00/100 Dollars (\$.00), which shall constitute the local share in acquiring the said improvements. The DEPARTMENT'S participation in the acquisition cost of said improvements shall be FOUR THOUSAND TWO HUNDRED and 00/100 Dollars (\$4,200.00), which includes the funding provided by FTA which is one hundred percent (100%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT. The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.

It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of FOUR THOUSAND TWO HUNDRED and 00/10 Dollars (\$4,200.00). However, if the sum total of the actual cost in acquiring the improvements shall be less than FOUR THOUSAND TWO HUNDRED and 00/100 Dollars (\$4,200.00), the DEPARTMENT shall be obligated to pay only one hundred percent (100%) of the actual cost.

It is further understood and agreed that the DEPARTMENT is not obligated to pay any amount and the DEPARTMENT shall not be obligated to purchase and deliver Title to or participate in the purchase of said improvements if the grant application on behalf of the SPONSOR is not approved by FTA. The SPONSOR shall submit to the DEPARTMENT the amount of ZERO AND 00/100 Dollars (\$.00) which is the local share of the acquisition of said improvements, prior to the purchase of said improvements. It is further understood and agreed that any line item budget estimate shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved by the DEPARTMENT in writing.

D. Disposal of Surplus Property

The following items of county property have been determined to be unserviceable and/or no longer cost effective for the county to operate or maintain. As a result these items have been declared surplus inventory by the Murray County Commissioner. Therefore, the Commissioner has directed the County's Financial Officer to dispose of these items to the highest bidder in the setting that would achieve the greatest financial benefit for the county, and that those proceeds be returned to the County's General Fund. In the event that no bids are received, or if the item is in such a state of disrepair that storage and handling would exceed any possible bid proceeds, then the item would be sold for salvage value or disposed of as waste.

Surplus Property List:

Lot of Ceiling Mounted Lights and Miscellaneous Carpet (Size and Color)	
Lot of Desktops, Monitors, Printers and Calculators	
Lot of Chairs	
Lot of Desk, Dividers, 2 Drawer File Cabinet and Window Blinds	
Lot of Desk	
Yamaha Waverunner (No Trailer)	YAMA0668F191
2006 Ford crown Victoria Police Interceptor	2FAFP71W46X154194
1998 Dodge Van 350	2B5WB3524KK309462
1993 Ford F-150 4x4	2FTEF14NXPB24876
1988 Chevrolet 1500	1GDDC14H1KZ163155
1988 Ford F-350	1FDJF37GXDNA53414
1988 Chevrolet	1GTDC14Z2JZ537991
1987 Ford F-350	1FDJF3713HNB27371
Ford Van	1FBHS31GODHB69649
1983 Chevy C60 Flat Bed Dump	1GBG6D1A3DV134834
1997 Ford Crown Victorian	2FALP71WXVX172720
1990 Ford L9000 Dump Truck	1FDZU90LVA37707
New Holland TS 90 Tractor (Boom Mower)	05199
Blue Steam Cleaner 220 Volt	

E. Resolution: To Adopt an Ethics Policy for Elected Officials

Resolution of Murray County, Georgia

WHEREAS, the citizens of Murray County expect their elected officials to

uphold, promote and rise to the highest standards of ethical conduct, and

WHEREAS, elected officials should be held to a higher standard as public servants and they should act accordingly, and

WHEREAS, elected officials should maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties, and avoid improprieties in their roles as public servants, and

WHEREAS, elected officials should comply with all applicable laws and never use their position or power improperly or for personal gain

NOW THEREFORE BE IT RESOLVED, by the Murray County Commissioner, the governing authority of Murray County, that Murray County hereby adopts the attached “Ethics Policy for Elected Officials” (see auxiliary files for attachment) which has been executed by each current elected official by affixing their signatures thereto.

SO RESOLVED, this 5th day of February, 2013

F. To approve a \$1.2 million line of credit for the Murray County Hospital Authority

RESOLUTION OF MURRAY COUNTY, GEORGIA

WHEREAS, it has been requested by the Murray County Hospital Authority that Murray County, Georgia provide a guaranty for a line of credit, and

WHEREAS, the Murray County Commissioner has agreed to sign and execute a guaranty for the line of credit to benefit and in the name of the Murray County Hospital Authority with First National Community Bank of Chatsworth, Georgia for support and operations of the Hospital, and

WHEREAS, Murray County, Georgia shall be financially responsible for the guaranty for the line of credit in the amount of One Million Two Hundred Thousand (\$1,200,000) and hereby agrees to sign and execute all documents, instruments and to provide such information necessary to effectuate the line of credit for access to the hospital.

NOW THEREFORE BE IT RESOLVED, by the Murray County Commissioner, the governing authority of Murray County, that Murray County hereby agrees to guaranty a line of credit for the benefit of the Murray County Hospital Authority in the amount of One Million Two Hundred Thousand (\$1,200,000) and will take such action as is necessary to effectuate the line of credit.

SO RESOLVED, this 5th day of February, 2013

Documents are located in the auxiliary file.

ADJOURNMENT:

This 5th day of February, 2013

ATTEST:

Tommy Parker, Interim County Clerk

Brittany Pittman, Commissioner

In Attendance: Brittany Pittman, Tommy Parker, Mack Belue, Neil Keener, Dinah Rowe, Lori Harrison, Bill Keene, Steve Anglea, Edward Dunn, Sandi Adams, Emily Cogburn, Nick Townsend, Brian McDaniel, Dianne Davis, Roy Orr, Ken Mislle and Dewayne Bain