

# **GEORGIA, Murray County**

## **MINUTES**

**The Murray County Commissioner held a public meeting Tuesday, May 5, 2015 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 May, 2015 and the authorization meeting of The Overlook Inn's alcohol license application were approved.**

**Under new business the following items were addressed and approved.**

## A. Approval of Land Use Minutes



### MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue, Chatsworth, Georgia 30705  
Telephone (706) 517-1400 Fax (706) 517-5893

[mcldo@windstream.net](mailto:mcldo@windstream.net)

Murray County

Land Use Planning Commission

April 21, 2014

Board Members Present:

David McDaniel

Terry Wilson

Steve Anglea

Edward Dunn

David Wells

Land Use Office:

Dick Barnes

The meeting was called to order by Chairman Steve Anglea.

First order of business was approval of the agenda. Motion made by David McDaniel to approve the agenda, 2<sup>nd</sup> by Terry Wilson, all in favor, none opposed, motion carried.

Approval of the minutes, Edward Dunn made a motion to approve the minutes, 2<sup>nd</sup> by David McDaniel, all in favor, none opposed, motion carried.

No old business

New business: Chairman McDaniel read rules of order and opened the public portion of the meeting.

Item 1. Re-Classification of property from SR to HC, owned by Beaulieu, located on Hwy. 286 being 12.10 acres, in land lot 85, district 9 of Murray County. Mr. Brant Mason was present for the meeting. Dick Barnes said the request was in order for granting and he recommends approval. He said all notices had been sent to adjacent property owners. No on present 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 2<sup>nd</sup>. the motion, all in favor, none opposed, motion carried.

David McDaniel made a motion to adjourn, 2<sup>nd</sup>. by Edward Dunn, all in favor, none opposed, meeting adjourned



### MURRAY COUNTY COMMISSIONER'S OFFICE

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[www.murraycountyga.org](http://www.murraycountyga.org)

May 5, 2015

Mr. Steve Anglea  
113 Pine Street  
Chatsworth, Georgia 30705

**RE: Murray County Land Use Planning Commission Meeting of April, 2015**

Dear Mr. Anglea:

I have reviewed the actions of the Commission taken at the April 21, 2015 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brittany Pittman".

Brittany Pittman  
County Commissioner

## B. Resolution to Adopt 2014 Amended and Restated Plan

### RESOLUTION TO ADOPT 2014 AMENDED AND RESTATED PLAN

**WHEREAS**, the Association County Commissioners of Georgia (ACCG) sponsors a defined benefit retirement plan program for its members;

**WHEREAS**, Murray County (the "County") previously adopted the Association County Commissioners of Georgia Defined Benefit Plan for Murray County Employees (the "Plan") through an Adoption Agreement and subsequent amendments thereto;

**WHEREAS**, the Internal Revenue Service requires qualified retirement plans to be restated at least once every five (5) years;

**WHEREAS**, the ACCG Board of Managers has approved and amended, restated and updated Model Plan document (the "2014 Model Plan") to reflect changes in federal and state law and regulations, which can be adopted by its members and filed with the Internal Revenue Service for a determination letter between February 1, 2015 and January 31, 2016;

**WHEREAS**, the County desires to adopt the amended and restated "2014 Model Plan" document through a new Adoption Agreement.

**NOW THEREFORE**, at a meeting held on the 5<sup>th</sup> day of May, 2015, the County Commissioner hereby resolves as follows:

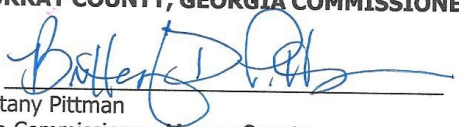
**RESOLVED** that the Murray County Commissioner approves the adoption of the amended and restated 2014 Model Plan document through a new Adoption Agreement, which maintains the Plan's current benefit structure.

**FURTHER RESOLVED** that the Commissioner is hereby authorized, empowered, and directed to take all further actions and to execute all documents and IRS forms necessary to implement these resolutions, including a limited power of attorney to allow ACCG outside counsel to file the Plan with the Internal Revenue Service for a determination letter.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

This 5<sup>th</sup> day of May, 2015.

#### MURRAY COUNTY, GEORGIA COMMISSIONER

By:   
Brittany Pittman  
Sole Commissioner, Murray County

Attest:

By:   
Tommy Parker, County Clerk

## C. Agreement: Defined Benefit Retirement Plan, Power of Attorney and Adoption Agreement

Form <b>2848</b> (Rev. July 2014) Department of the Treasury Internal Revenue Service	<b>Power of Attorney and Declaration of Representative</b> Information about Form 2848 and its instructions is at <a href="http://www.irs.gov/form2848">www.irs.gov/form2848</a> .	OMB No. 1545-0150 For IRS Use Only Received by: _____ Name _____ Telephone _____ Function _____ Date ____/____/____
<b>Part I Power of Attorney</b> Caution: A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.		
<b>1 Taxpayer information.</b> Taxpayer must sign and date this form on page 2, line 7.		
Taxpayer name and address Murray County, Georgia P.O. Box 1129 Chatsworth, GA 30705		Taxpayer identification number(s) 58-6000868 Daytime telephone number 706-695-2413 Plan number (if applicable) 001
hereby appoints the following representative(s) as attorney(s)-in-fact:		
<b>2 Representative(s) must sign and date this form on page 2, Part II.</b>		
Name and address Patricia K. Keesler, Esq. Benefits Law Group 229 Peachtree St. NE, 800 International Tower Atlanta, GA 30303	CAF No. 6505-77905R PTIN _____ Telephone No. 404-995-9592 Fax No. 404-995-9515	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
Check if to be sent copies of notices and communications <input type="checkbox"/>	Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
(Note. IRS sends notices and communications to only two representatives.)	Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
(Note. IRS sends notices and communications to only two representatives.)	Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
to represent the taxpayer before the Internal Revenue Service and perform the following acts:		
<b>3 Acts authorized (you are required to complete this line 3).</b> With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).		
Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Plan Qualification	5300	N/A
<b>4 Specific use not recorded on Centralized Authorization File (CAF).</b> If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. Specific Use Not Recorded on CAF <input type="checkbox"/>		
<b>5a Additional acts authorized.</b> In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information): <input type="checkbox"/> Authorize disclosure to third parties; <input type="checkbox"/> Substitute or add representative(s); <input checked="" type="checkbox"/> Sign a return; <input type="checkbox"/> Other acts authorized: _____		
For Privacy Act and Paperwork Reduction Act Notice, see the instructions. Form 2848 (Rev. 7-2014)		

- b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability. List any specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): \_\_\_\_\_
- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here ☐ **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**
- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.  
► IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.
- Signature Brian D. Pittman Date 05-05-15 Title (if applicable) Commissioner  
Print Name Brian D. Pittman Print name of taxpayer from line 1 if other than individual Murray County, Georgia



**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
DEFINED BENEFIT PLAN  
FOR MURRAY COUNTY EMPLOYEES**

The undersigned, **Murray County, Georgia** ("Employer"), by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Benefit Plan (the "Plan") and the Association County Commissioner of Georgia Defined Benefit Plan Master Trust Agreement (the "Trust") sponsored by the Association County Commissioners of Georgia ("ACCG") and hereby adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

**TYPE OF PLAN ADOPTION**

- ☐ **New Plan**
- ☒ **Amendment and Restatement of Previously Adopted Plan (PLAN FROZEN AS OF 11/1/2013)**

**ARTICLE I: DEFINITIONS**

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

**1.03 ACTUARIAL EQUIVALENCE OR ACTUARIAL EQUIVALENT.**

Interest Rates

For purposes of determining amounts transferred to another qualified pension plan:

- ☒ A rate of **eight percent (8.0%)**
- ☐ A rate based on the following index:
- For all other purposes
- ☒ A rate of **seven percent (7.0%)**
- ☐ A rate based on the following index:

**1.07 AVERAGE MONTHLY COMPENSATION.**

- ☒ Number of consecutive months to use in the calculation: **sixty (60)**
- ☒ Maximum number of most recent consecutive months to consider for the calculation: **one hundred twenty (120)** (not less than number above)

**1.11 CODE.**

The term "Code" means the Internal Revenue Code of 1986, as amended.

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
DEFINED BENEFIT PLAN  
FOR MURRAY COUNTY EMPLOYEES**

**ADDENDUM TO ADOPTION AGREEMENT**

**THIS ADDENDUM** is made and entered into by Murray County, Georgia (the "Employer") to reflect amendments made by the Employer to the Association County Commissioners of Georgia Defined Benefit Plan for Murray County Employees ("the Plan").

**WITNESSETH:**

**WHEREAS**, the Employer maintains the Plan for the benefit of its eligible employees;

**WHEREAS**, Section 16.02(b) of the Plan allows the Employer to adopt this Addendum in order to amend the Plan with respect to one or more classes of Employees, subject to the consent of Association County Commissioners Defined Benefit Plan Board of Trustees (the "DB Board"), and certain other conditions; and

**WHEREAS**, the Employer desires to amend the Plan in order to conform the restated Plan provisions to certain previously adopted amendments.

**NOW, THEREFORE**, the Plan as restated effective January 1, 2015, is hereby amended as follows:

1. For purposes of the Plan, Employees shall belong to one or more of the Classes described below:

**Class 1: Eligible Employees**

All Eligible Employees as defined in Section 1.23 of the Adoption Agreement.

Effective Date: January 1, 2010

**Class 2: Elected Officials as of 10/3/2000**

Elected Officials who are Employees and actively employed by the Employer as of October 3, 2000.

Effective Date: January 1, 2000

## D. Letter of Support: Abbie Lane Park- Senior Housing Development



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#### LOCAL GOVERNMENTAL SUPPORT LETTER

May 5, 2015

Housing Finance and Development Division  
Georgia Department of Community Affairs  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231

RE: Abbie Lane Park  
1064 Leonard Bridge Road  
Chatsworth, Georgia 30705

Dear Sir or Madam:

Jerry W. Braden, the developer of the referenced proposed development, has notified Brittany D. Pittman, Sole County Commissioner, Murray County, Georgia of its intention to develop and to apply to the Georgia Department of Community Affairs (DCA) for Low Income Housing Tax Credit (Credit) and/or financing through the HOME Investment Partnerships Program (HOME) for the development of units affordable to low income residents.

The purpose of this letter is to convey our understanding of the details of the project, as stipulated in the State of Georgia's 2015 Qualified Allocation Plan. The details are as follows:

Project Name:	Abbie Lane Park
Project Address and/or Lot Number:	1064 Leonard Bridge Road, Murray Co, Chatsworth
Owner/Developer Name:	Abbie Lane Park, L.P. c/o Jerry W. Braden
Owner/Developer Address:	P.O. Box 447 Summerville, Georgia 30747
Total Number of Units:	64
Total Number of Units Set Aside for Low Income Residents:	64
Project Type (New Construction/Rehabilitation):	New Construction
Tenancy (Family/Senior/Special Needs):	Housing for Older Persons 55 and older

I hereby certify that I am the chief elected official of this jurisdiction, or the person duly authorized to speak on behalf of the elected person or body constituting the government of this jurisdiction, as specified in the attached copy of the charter or bylaws of the governmental body. In this capacity, I hereby state that the Murray County Commissioner **(check one)**:

- ☐ Opposes the proposed development as presented.  
☐ Is unopposed to the proposed development as presented.  
☒ Supports the proposed development as presented, as evidenced by this letter of support.

Finally, Jerry W. Braden explained his proposal in a public meeting and I understand that I will also be notified by DCA when the Owner/Developer submits its application for Credit and/or HOME funding, and be given 30 days to provide additional comments on the application.

Sincerely,  
A handwritten signature in blue ink, appearing to read "Brittany D. Pittman".  
Brittany D. Pittman  
Sole Commissioner

Attachments: Copy of Local Charter or Bylaws Authorizing Signer

**E. Resolution: To amend portion of the Shelton Road Abandonment**

STATE OF GEORGIA

COUNTY OF MURRAY

**RESOLUTION No. SR052015**

Certification of Road Abandonment Of  
A Section of Shelton Road

**WHEREAS**, it has been determined by the governing authority of Murray County that a certain undeveloped section of Shelton Road, has ceased to be used by the general public to the extent that no substantial public purpose is served by it and this section of said road has become a nuisance to the community; and

**THEREFORE**, after notice to the property owners located thereon and after notice of such determination is published in the newspaper, in which the sheriff's advertisements for the County are published, once a week for a period of two weeks and after a public hearing on such issue; and

**THEREFORE BE IT RESOLVED**, pursuant to O.C.G.A. 32-7-2(b)(1) the governing authority of Murray county does hereby declare that a section of Shelton Road, consisting of .18 miles of right of way and as depicted on the attached map, is abandoned and that section of road shall no longer be part of the County road system and the rights of the public in and to the section of road as a public road shall cease. This Resolution shall supersede Resolution SR022015, dated March 3rd, 2015.

**BE IT SO RESOLVED**, this 5th day of May, 2015

By:   
Brittany Pittman, Sole Commissioner

Attest:   
Tommy Parker, Clerk

## F. Resolution: To authorize 2015 TAN

### RESOLUTION AUTHORITY TO BORROW OPERATING FUNDS

**WHEREAS**, under and by virtue of Article IX, Section V, Paragraph 5 of the Constitution of Georgia of 1983, each city, county and political subdivision of the State authorized to levy taxes is given the authority to make temporary loans between January 1, and December 31, in each year upon certain conditions; and

**WHEREAS**, such conditions have been fulfilled by the county as hereinafter appears; and

**WHEREAS**, Murray County has now, no such outstanding temporary loans or renewals thereof made in any prior years; and

**WHEREAS**, under the aforesaid authority, the county may make temporary loans against a line of credit to be established at an amount not to exceed \$3,000,000, which does not exceed seventy-five percent of the total gross income from taxes in the last preceding calendar year; and

**WHEREAS**, Murray County, Georgia has established a budget for the operation of Murray County which will result in needful and necessary expenditures in the total sum of \$16,393,517 which shall require expenditures in advance of the collection of annual ad valorem taxes in 2015, and will result in casual deficiencies of operating funds, and it is necessary that the County make a temporary loan to pay the current year's operating expenses; and

**WHEREAS**, the Commissioner of Murray County constitutes the governing body of said County;

**NOW THEREFORE, BE IT RESOLVED**, that Commissioner Brittany Pittman, or County Manager Tommy Parker are hereby authorized to borrow money on such terms and conditions as deemed best and necessary in order to meet operating expenses incurred by Murray County for the remainder of calendar year 2015.

**BE IT FURTHER RESOLVED that**, said loans shall be re-paid and the line of credit closed on or before December 31, 2015.

This 5th day of May, 2015.

  
Brittany Pittman, Commissioner  
Murray County

ATTEST:

  
Tommy Parker, County Clerk



## **G. Resolution: Approving the Title VI Plan for Transit Operations**

### **RESOLUTION**

**A RESOLUTION OF THE COUNTY COMMISSIONER OF MURRAY COUNTY, GEORGIA, APPROVING THE MURRAY COUNTY TITLE VI PLAN AS AUTHORIZED BY THE FEDERAL TRANSIT ADMINISTRATION AND THE MOVING AHEAD FOR PROGRESS IN THE 21<sup>ST</sup> CENTURY (MAP-21), PUBLIC LAW 112-141.**

**WHEREAS**, as the recipient of Federal Transit Administration (FTA) funding, Murray County is required to maintain a Title VI program; and

**WHEREAS**, the 2014 Murray County Title VI plan for transit operations was developed per FTA Circular 4702.1B to meet the new requirements as authorized in the Moving Ahead for Progress in the 21<sup>st</sup> Century Law 112-141; and

**WHEREAS**, FTA Circular 4702.1B requires each recipient of federal funding assistance to provide a copy of meeting minutes or a resolution demonstrating the Commissioner's consideration, awareness, and approval of the contents of the Title VI plan.

**NOW THEREFORE, BE IT RESOLVED** by the Commissioner of Murray County, Georgia, that:

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

The Commissioner of Murray County approves the 2015 Murray County Title VI Plan for transit operations as presented.

To the extent that there are typographical or administrative errors that do not change the tenor tone, or concept of this Resolution, this resolution may be revised without subsequent approval of the Sole Commissioner of Murray County.

**ADOPTED** by Murray County, State of Georgia, this 5<sup>th</sup> day of May, 2015.

**SOLE COMMISSIONER  
MURRAY COUNTY, GEORGIA**

By: 

**Brittany Pittman, Sole Commissioner**

**ATTEST:**

  
**Tommy Parker, County Clerk**

**For complete document, see auxiliary file.**

# **H. Contract: Between Murray County and Parker traffic Markings for Safety Enhancement Project, \$146,249 to be paid with GDOT Grant Funds**

## **COUNTY OF MURRAY SAFETY ENHANCEMENT PROJECT CONTRACT**

This Contract is made this 20 day of November, 2014, between Murray County, Georgia, ("County"), having an address of 121 N. 4<sup>th</sup> Ave., Chatsworth, GA 30705, and **Parker Traffic Markings, Inc.**, a Georgia Corporation, ("Contractor"), having a principal place of business at 265 Putnam Road, Cleveland, GA 30528.

### **ARTICLE I SERVICES TO BE PERFORMED BY CONTRACTOR**

#### **Scope of Services**

Contractor agrees to perform the services specified in bid documents.

#### **Independent Contractor**

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to such services.

### **ARTICLE II COMPENSATION**

In consideration for the services to be performed by Contractor, City agrees to pay Contractor the sum of \$161,821.34. County hereby agrees to pay the consideration set forth above as follows:

- (1) \$161,821.34 in installments by calendar month (30 days) following County's receipt of a draw request from Contractor. During construction, if any quantities vary from the numbers shown on page two of Contractor's bid form, Contractor will be paid its submitted Unit Cost Bid times the actual measured field quantities necessary to complete the improvements included in the Work. All work paid for by the County to the Contractor must first be acceptable to Georgia DOT and the County.

### **ARTICLE III OBLIGATIONS OF CONTRACTOR**

Contractor agrees to perform and complete the Work to the satisfaction of the County by no later than **730 days** from the Notice to Proceed Date.

Contractor shall promptly begin the Work following execution of this Contract. Extensions to the completion deadline will NOT be allowed for inclement weather.

#### **Work Specifications**

The Contractor covenants and declares that it has obtained all certificates, licenses, permits, or the like required by any and all federal, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Contract; provided that some permits or licenses related to the Work may be obtained as part of the Work and shall be obtained as required. All Work performed by Contractor under this Contract shall strictly adhere to all applicable Georgia DOT regulations, standards and specifications, all Manual on Uniform Traffic Control Devices guidelines and shall meet the standard of all quality ordinarily expected of competent industry professionals. The Contractor shall comply with all details and standards contained in Exhibit "H" attached to this Contract and incorporated into this Contract by reference. The Contractor shall strictly adhere to all the requirements contained in the bid package, in addition to all the requirements included in the Off-System Safety Enhancement Project Agreement between County and Georgia DOT, and in addition to all pertinent Federal, Georgia DOT, and MUTCD requirements and provisions, including law, policies, guidelines, rules, regulations, standards, specifications, etc.

#### **Warranty**

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defective materials, equipment, or workmanship appearing within one year from the date of final completion of the Work at no additional cost to the County. An inspection shall be conducted by the County Representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the roadways; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

Neither this Contract nor any duties or obligations under this Contract may be assigned by Contractor without prior written consent of County.

### **ARTICLE IV HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Contract. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Contract. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, council, elected and appointed officials, employees, servants, and agents (hereinafter "Owner Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may result of willful, negligent or tortious conduct arising out of the Work,

performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City or Owner Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or Owner Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City and Owner Parties shall survive expiration or termination of this Contract provided that the claims are based upon or arise out of actions that occurred during the performance of this Contract.

## **ARTICLE V INSURANCE REQUIREMENTS**

### **General Insurance, Worker's Compensation**

(1) Requirements

The Contractor shall have and maintain in full force and effect for the duration of this Contract insurance protecting against claims for injuries to persons or damages to property which may arise from or occur in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney as to form and content.

(2) Minimum Limits of Insurance

Contractor shall maintain insurance policies with coverage and limits no less than:

- (a) Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Worker's Compensation statutory limits as required by the State of Georgia and Employers Liability limits of \$500,000 (five hundred thousand dollars) per accident or disease.

(3) Self-Insured Retentions

Any self-insured retention must be declared to and approved by the County so that the County may ensure the financial solvency of the Contractor; self-insured retention should be included on the certificate of insurance.

(4) Other Insurance Provisions

The policy is to contain, or be modified or endorsed to contain, the following provisions:

(a) General Liability and Automobile Coverage

- i. The County and Owner Parties are to be covered as additional insureds as for: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection to the City or Owner Parties.
- ii. The Contractor's insurance coverage shall be primary insurance without regard to any other insurance or self-insurance available to the County or Owner Parties. Any insurance or self-insurance maintained by the City or Owner Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of all policies shall not affect coverage provided to the County and Owner Parties.
- iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- v. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits.
- vi. The insurer shall agree to waive all rights of subrogation against the County and Owner Parties for losses arising from Work performed by the Contractor for the County.
- vii. All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Worker's Compensation Coverage

The insurer providing Worker's Compensation Coverage will agree to waive all rights of subrogation against the County and Owner Parties for losses arising from work performed by the Contractor for the County.

(c) Notice to County

Each insurance policy required by Article V shall be endorsed to provide that coverage shall not be suspended, voided, or canceled except after



thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the County. Such notice shall be sent directly to:

Murray County  
P.O. Box 1129  
Chatsworth, GA 30705

(5) Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best rating of no less than A-.

(6) Verification of Coverage

Contractor shall furnish the County with a certificate of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of the Work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Contract by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of coverage.

(7) Claims-Made Policies

Contractor shall extend any claims-made insurance policy for at least two (2) years after termination or final payment under the Contract, whichever is later.

**Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Contract, including but not limited to, naming the County as an additional insured.

**ARTICLE VI  
OBLIGATIONS OF CITY**

The County agrees not to withhold approval and acceptance of Contractor's services unreasonably.

The County agrees to comply with all reasonable requests of Contractor necessary to perform the Work under this Contract.

The County agrees to furnish reasonably necessary space on County's premises for use by Contractor while performing the Work under this Contract.

**ARTICLE VII  
GENERAL PROVISIONS**


- (1) Any notice to be given under this Contract by either party shall be in writing and delivery

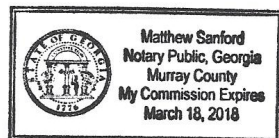


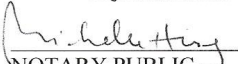
shall be affected upon either personal service or by United States certified mail. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) business days after mailing.

- (2) This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by both parties.
- (3) This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- (4) If Contractor is dissolved prior to completion of the Work, any moneys that may be due to Contractor from County for services rendered prior to the date of dissolution shall be paid to Contractor's receiver, successors or assigns.
- (5) If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.
- (6) In the event that any dispute between the Parties regarding this Contract should result in litigation, both parties consent to, and waive any objection to, Georgia State- County jurisdiction.
- (7) In the event of a dispute hereunder, this Contract shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any Party hereto on the ground that such party drafted or caused to be drafted this Contract or any part hereof, nor shall any presumption or burden of proof or persuasion be implied by virtue of the fact that this Contract may have been prepared by or at the request of a particular Party or his or her counsel.
- (8) Section captions in this Contract are informative only and are not to be considered as a part thereof.
- (9) With regard to all dates and time periods set forth or referred to in this Contract, time is of the essence.

In witness whereof, the parties have executed this Contract the day and year first written above.

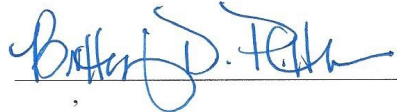
Sworn to and subscribed  
before me this 5<sup>th</sup> day  
of MAY, 2014.  
State of Georgia  
  
NOTARY PUBLIC



Sworn to and subscribed  
before me this 16 day  
of April, 2015.  
State of Georgia  
  
NOTARY PUBLIC



COUNTY OF MURRAY

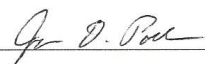


ATTEST:



(County Seal)

CONTRACTOR:  
Parker Traffic Markings, Inc.

By:   
Title: President

Attesting Officer:   
(Seal)

- I. Employee of the Month**  
**- January 2015: Brian Cooper**

**Documents are located in the auxiliary file.**

**ADJOURNMENT:**

**This 2<sup>nd</sup> day of June 2015**

**ATTEST:**

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**Tommy Parker, Interim County Clerk      Brittany Pittman, Commissioner**

**In Attendance: Brittany Pittman, Tommy Parker, Matthew Sanford, Dickie Barnes, Mack Belue, Frank Adams, Louis Flood, Anthony Noles, Bill Keen, Jerry Braden, Brant Mason, Emily Cogburn, Steve Anglea, Edward Dunn, Joyce Ellis, Joan Dooley, Gary Langford, Brian Ingle, Brian Cooper, and Lorri Harrison**