

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday, November 3, 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 September, 2015 were approved.

Under new business the following items were addressed and approved.

A. Approval of the September 2015 and October 2015 Land Use Meeting 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

meldo@windstream.net

Murray County
Land Use Planning Commission
September 24, 2015

Board Members Present:

David McDaniel
Steve Anglea
Edward Dunn
David Wells
Terry Wilson

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, 2nd by Edward Dunn, all in favor, none opposed, motion carried.

Approval of the minutes, Edward Dunn made a motion to approve the minutes, 2nd by Terry Wilson, all in favor, none opposed, motion carried.

No old business

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

Item 1. Re-Classification of property from RR/HC to AG, owned by Larry and Sarah Williams, located at 550 Baxter Rd. 16.59 Acres, in land lot 204 district 10 of Murray County. Mr. & Mrs. Williams were 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 one 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 McDaniel 2nd, the motion, all in favor, none opposed, motion carried.

Item 2. Re-Classification of property from SR to AG, owned by Stacy Dee Thomas, located at 324 Bryant Rd. being 5 acres in land lot 43 district 9 of Murray County. Mr. Thomas was present for the hearing. Dick Barnes said the request was in order and that this is a mixed use area and he recommends approval. He said all notices had been sent to adjacent property owners. No one present either for or against the request. Public portion of the hearing closed for board discussion. David McDaniel made a motion to approve the request, 2nd by David Wells, all in favor, none opposed, motion carried.

Item 3. Re-Classification of property from AG to HC, owned by Glenda Dunn, located at the corner of Hwy 225 N and Mt. Carmel Church Rd. being 3.44 acres in land lot 117 district 9 of Murray County. Glenda Dunn was present for the meeting. Dick Barnes said the request was in order for presenting and he recommends approval. He said all notices had been sent to adjoining property owners. No one present either for or against the request, public portion of the hearing closed for board discussion. David McDaniel make a motion to approve the request, 2nd by Terry Wilson, all in favor, none opposed, motion carried.

Item 4. Re/Classification of property from RR to AG, owned by Daniel Gibson, located in land lot 91 district 9 of Murray County Ga. Being 16.32 acres and addressed as 1479 Tom Terry Rd. Mr. Gibson was present for the meeting. Mr. Barnes said the request was in order for granting and he recommends approval and all notices have been sent to adjacent property owners. No one present either for or against the request, Steve Anglea closed for board discussion. Terry Wilson made a motion to approve the request, 2nd by Edward Dunn, all in favor, none opposed, motion carried.

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

Respectfully Submitted

Nancy Young
Murray Co. Land Use & Development



MURRAY COUNTY LAND USE PLANNING COMMISSION

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Telephone (706) 517-1400 Fax (706) 517-5893

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Murray County

Land Use Planning Commission

October 20, 2015

7:00 PM

Board Members Present:

David McDaniel
Steve Anglea
Edward Dunn
David Wells
Terry Wilson

Land Use Office:

Nancy Young
Joey Arnold

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, 2nd by Terry Wilson, all in favor, none opposed, motion carried.

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

No old business

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

Item 1. Re-Classification of property from SR to AG, owned by James Endinger, located at 270 McEntire Circle, being 9.52 acres, in land lot 278 district 10 of Murray County. Mr. Endinger was present for the meeting. Joey Arnold said the request was in order for granting and he recommends approval. Nancy Young said all notices had been sent to adjacent property owners. No one present for or against the request. Public portion of the meeting closed for board discussion. Edward Dunn made a motion to approve the request, Terry Wilson 2nd. the motion, all in favor, none opposed, motion carried.

Item 2. Re-Classification of property from AG to HC, owned by John Waters, located at 7205 Hwy. 411 North being 42.59 acres in land lot 268 district 10 of Murray County. Mr. Waters' son was present for the hearing. Joey Arnold said the request was in order and that he recommends approval. Nancy Young said all notices had been sent to adjacent property owners. Several people present against the request. Richard & Sandra Shaner, Patricia Jones of Tennega, Sherry Willis Scott of Halls Chapel Rd., Boyd Johnson from Atlanta but having property in Cisco and Jackie Gallman of Halls Chapel Road all stated various reasons they were against the rezone: Truck traffic, stores and possibly a truck stop would be built, loud noises, pollution and they just don't want anything to change the way the property is used now. Most of the talk was about a railroad port that will be built about a mile from this location. After much discussion public portion of the hearing closed for board discussion. David McDaniel made a motion to approve the request, 2nd by Edward Dunn, all in favor, none opposed, motion carried.

Edward Dunn made a motion to adjourn the meeting, 2nd. By David Wells, all in favor, none opposed, meeting adjourned.

Respectfully Submitted

Nancy Young

B. Grant: GEMA Community Emergency Response Team (CERT) \$8,175

**FISCAL YEAR 2015 HOMELAND SECURITY GRANT PROGRAM
RECIPIENT-SUBRECIPIENT AGREEMENT
STATE HOMELAND SECURITY PROGRAM**

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2015 Homeland Security Grant Program to the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of **\$8,175.00** to **Murray County Board of Commissioners** as Subrecipient, in accordance with the Fiscal Year 2015 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James Butterworth, Authorized Recipient Official**. The State has designated **Jonna West** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name appears on page ten (10) of this agreement and whose signature appears on page ten (10) of this agreement.

Purpose: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit F). Any change to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that change.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subrecipient, this Subrecipient Agreement shall terminate. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

Effective Date: The effective date of this grant will begin when the Subrecipient and GEMA have each signed this Recipient-Subrecipient Agreement. Program activities, to include the ordering of equipment and the spending of grant funds, may not commence until this agreement is signed by both parties and the fully executed Recipient-Subrecipient Agreement is returned to Subrecipient by GEMA.

End Date: August 31, 2016. All program activities must be completed by this date. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Any funds remaining after the effective end date shall be forfeited by the Subrecipient, deobligated and reallocated by GEMA/HS. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this agreement.

Caveat: DHS/FEMA has reserved the right to change the FY15 HSGP grant, including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY15 HSGP award will be passed through to the Subrecipient by GEMA/HS, which will most likely result in a change to an earlier effective end date.

**C. Contract: Transit Alliance Group, Inc. as agent of GA. Dept. of Human Resources
for FY16 annual transportation operation services through Murray Transit**

TRANSPORTATION SERVICES CONTRACT

By

TRANSIT ALLIANCE GROUP, INC.

With

Murray Transit

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN:

This contract is made and entered into by and between the CONTRACTOR, the **Transit Alliance Group, Inc.**, legally empowered to contract pursuant to the Official Code of Georgia Annotated (OCGA) and hereinafter referred to as "TAG";

AND

Murray Transit

Legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "SUBCONTRACTOR".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia.

Nothing contained in this contract shall be construed to constitute the SUBCONTRACTOR or any of its employees, agents, or sub-SUBCONTRACTORS as a partner, employee, or agent of TAG, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.

The person signing this document on behalf of SUBCONTRACTOR has full power and has been properly authorized and empowered to enter into this Contract.

PARA #102 PERIOD OF CONTRACT:

This contract has an effective beginning date of July 1, 2015, and shall terminate on June 30, 2016, unless terminated earlier under other provisions of this contract.

PARA # 103 TAG AND SUBCONTRACTOR AGREEMENTS:

WITNESSETH:

ANNEX B

Murray Transit Projected FY16 Trips and Revenue	FY16 Projected Trips (July 1, 2015 - June 30, 2016)	TPO Trip Rates	Projected TPO Payment
DFCS/TANF			
Murray DFCS	100	\$10.35	\$1,035.00
No Shows	0	\$5.00	\$0.00
Total DFCS/TANF Trips	100		\$1,035.00
DBHDD			
Cross Plains	834	\$8.00	\$6,672.00
Murray Transit - MCDC	10,206	\$8.00	\$81,648.00
MCDC Subcontract (350 trips)	350	\$8.00	\$2,800.00
Total MHDD/JARC Trips	11,390		\$91,120.00
VOCATIONAL REHABILITATION (GVRA)			
Murray County Voc Rehab	6	\$8.00	\$48.00
No Shows	0	\$5.00	\$0.00
Total DFCS/TANF Trips	6		\$48.00
Total Sum of all DHS Transportation Trips	11,496		\$92,203.00

The trip totals listed above are best estimates as they are based on the projected availability of funding per fund source and per fiscal year. Trip numbers or monies cannot be interchanged between fund sources. These numbers should be used for budget projections only as they could change during the fiscal year.

**D. Contract: GDOT FY16 Section 5311 Public Transportation Operating Grant
\$147,742**

AGREEMENT
FOR
TRANSIT OPERATING AND CAPITAL ASSISTANCE
BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

MURRAY COUNTY

PROJECT ID NUMBER: T005564

THIS AGREEMENT made and entered into this ____ day of _____, ____ by
and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia,
hereinafter called the "DEPARTMENT", and MURRAY COUNTY, hereinafter called the
"SPONSOR".

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating and capital assistance for
public transportation services to non-urbanized areas; and

WHEREAS, in a letter to the Federal Transit Administration ("FTA"), and the Federal Highway
Administration, ("FHWA"), dated January 24, 1979, the Governor designated the DEPARTMENT as
the recipient agency for Section 5311 funding; and

WHEREAS, the SPONSOR has stated that transit financial assistance is needed for
transportation services in its non-urbanized area, and it would, therefore, perform certain of the duties
and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and

WHEREAS, in reliance on said SPONSOR, the DEPARTMENT has applied to FTA for said
Section 5311 funds, and in so doing states that the required duties would be discharged pursuant to a
written contract between the parties; and

and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients.

ARTICLE VIII COMPENSATION

(A) Operating Assistance

(1) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.IE, for the provision of operating assistance by the DEPARTMENT as shown, if any, in EXHIBIT A1, as attached hereto and made a part of this Agreement as if fully set out herein, is TWO HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED EIGHTY-FIVE and 00/100 Dollars (\$295,485.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be ONE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-TWO and 00/100 Dollars (\$147,742.00), which includes the administrative and operating costs, as established in EXHIBIT A1.

(2) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning 07/01/2015 and ending 6/30/2016, as reflected in the final audit, is less than TWO HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED EIGHTY-FIVE and 00/100 Dollars (\$295,485.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs. The DEPARTMENT shall be responsible for the maximum obligation of be ONE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-

E. Application: GDOT FY17 Section 5311 Public Transportation Operating Grant

Georgia Department of Transportation

5311 Program Application

SFY 2017

For Period July 1, 2016 – June 30, 2017

County: **Murray**


GDOT District: **Six (6)**

Date submitted: **November 3, 2015**

Reviewed by Public Transportation Coordinator:

F. Agreement: GDOT for Murray County to provide energy, operation and maintenance for roundabout lighting at GA. Hwy 225 and Mt. Carmel/Mitchell Bridge Roads

Russell R. McMurry, P.E., Commissioner

 **GEORGIA DEPARTMENT OF TRANSPORTATION**
One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

January 23, 2015

Brittany Pittman, Sole Commissioner
Murray County
121 N Fourth Street
P.O. Box 1129
Chatsworth, GA 30705

RE: Roundabout lighting assistance ~ SR 225 @ CR 132/Mt. Carmel Church Rd (Murray County)
P.I. No. 0009620

Dear Commissioner Pittman,


The Department will require a signed agreement for roundabout lighting installed as part of the above referenced project. The lighting shall be administered in the form of a *Local Government Lighting Project Agreement (LGLPA)*. It will be the responsibility of the County to provide the Energy, Operation and Maintenance for the system. The Department shall be responsible for the design and installation, including all costs of materials for the system.

Attached for your review are five (5) original copies of the proposed *Local Government Lighting Project Agreement (LGLPA)* between the Georgia Department of Transportation and Murray County, for County and State participation. It is requested that a Resolution be secured before entering into this Agreement. By virtue of the Resolution, the County can then enter into the Agreement. The Resolution/Agreement process can be done concurrently. If you concur with the terms of this Agreement, please attach an official copy of the Resolution (including signature and seal) to each of the Agreements. Then, please obtain the necessary signature and appropriate seal of the Sole Commissioner, on all five copies of the Agreement, and return all five copies to the Office of Design Policy and Support for further handling. *Please do not fill in the date on the first page of the Agreement as this will be completed upon execution by the Department.* We will return one copy of the executed Agreement for your files.

Also enclosed is a *Georgia Security and Immigration Compliance Act Affidavit*. We ask that this be completed and returned along with the LGLPA package.

If you have any questions or need any additional assistance, please contact Scott MacLean at (404) 631-1551.

Sincerely,


Brent A. Story, P.E.
State Design Policy Engineer

BAS:WDT:sm

cc: Roger Williams, Transportation Board Member, Congressional District 14
Meg B. Pirkle, Chief Engineer
DeWayne Comer, District Engineer
Glenn Bowman, Division Director - Engineering

G. Disposal of Surplus Inventory

Murray County Government Disposal of Surplus Inventory

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:

- | | |
|----------------------------|--------------------|
| • 1992 Ford Aerostar XLT | 1FMDA31X1PZA54839 |
| • 2000 Ford Windstar LX | 2FMZA51451BA56627 |
| • 2001 Chevrolet Blazer LS | 1GNDDT13W11K222879 |
| • Tampo Roller RS-166A | 5271750A |

Brittany Pittman
County Commissioner

Tommy Parker
County Clerk

Date _____

H. Employee of the Month

- a. September 2015 EOM was Shane Smith**
- b. October 2015 EOM was Kelly Thurman**

Documents are located in the auxiliary file.

ADJOURNMENT:

This 3rd day of November 2015

ATTEST:

Tommy Parker, County Clerk

Brittany Pittman, Commissioner

In Attendance: Brittany Pittman, Tommy Parker, Matthew Sanford, Frank Adams, Steve Anglea, Edward Dunn, Dewayne Bain, John Cherry, Kelly Thurman, Lori Harrison, Dickie Barnes, Charlotte Keener, Gary Langford, Shane Smith, Donna Flood, Anthony Noles, and Brian Ingle.