

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a meeting on Monday, February 1, 2016 at 9:00 a.m. in the hearing room of the Murray County Courthouse Annex.

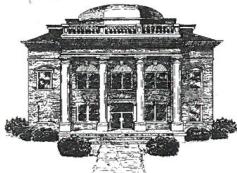
Commissioner Pittman called the meeting to order and welcomed those in attendance.

With no additions or deletions to the agenda, Commissioner Pittman adopted the agenda as presented.

By signature and execution the minutes of January, 2016 were approved

Under new business the following items were addressed and approved.

A. Approval of the January, 2016 Land Use Meeting Minutes



MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893
dbarnes@murraycountyga.gov

Minutes

Murray County Land Use Commission Meeting

January 19, 2016

The meeting was called to order at 7 pm by Chairman Steve Anglea. Other members present were David McDaniel, Edward Dunn, Terry Wilson and Dick Barnes, Land Use Administrator for Murray County.

The first order of business on the agenda was approval of the agenda. David McDaniel made the motion to approve the agenda as presented and the second was made by Terry Wilson. The motion carried.

The second order of business was approval of the minutes of the December 15, 2015 meeting. Edward Dunn made the motion to approve the minutes as written. David McDaniel seconded the motion. The motion carried with a unanimous vote.

Having no old business to address, the Chairman opened the first item of new business, which was the election of the Chairman and Vice Chairman for the New Year. David McDaniel nominated Steve Anglea to continue in the chairman's position and followed with the motion. Edward Dunn seconded the motion and the vote was unanimous. Edward Dunn nominated David McDaniel to remain in the Vice chairman's position and also made the motion for the same. Terry Wilson seconded the motion and the motion carried with a unanimous vote.

The Chairman opened the public hearing on item 2 of new business, which was the Re-Classification of property from Suburban Residential to Agriculture. Located at 636 Tom Terry Rd., Land Lot 313 and District 26 of Murray County. Consisting of 5.48 acres and identified as Tax Parcel 0083 - 022, owned by Andrew and Chris Tina Mayfield.

Mr. Barnes stated that all proper public notices had been made and the property was in order for granting. He also stated that the area is a mix of residential and agricultural uses and he recommends approval. Mr. and Mrs. Mayfield were present. No one else was there in favor or against the request. The chairman closed the public portion of the meeting for board discussion. David McDaniel made the motion to approve the request. Terry Wilson seconded the motion and the motion carried in favor of the request.

The Chairman opened the public hearing on item 3 of new business, which was the Re-Classification of two adjoining tracts of property from Suburban Residential to Agriculture. Located at 11122 hwy. 225 N., Land Lot 170 and District 10 of Murray County. Consisting of 12.87 and 1.49 acres and identified as Tax Parcels 0042 - 208 and 209, owned by Gary Fauscette.

Mr. Barnes stated that all proper public notices had been made and the property was in order for granting. He also stated that the area is a mix of residential and agricultural uses and that Mr. Fauscette's property was adjoined by AG parcels. Mr. Barnes also recommended approval. Mr. Fauscette was present but did not comment on the request. No one else was there in favor or against the request. The chairman closed the public portion of the meeting for board discussion. Edward Dunn made the motion to approve the request. David

McDaniel seconded the motion. Mr. Wilson abstained for personal reasons. The motion carried in favor of the request.

The Chairman opened the public hearing on item 4 of new business, which was an amendment to Appendix B, Zoning, of The Code of Murray County.

Mr. Barnes stated that this amendment would allow for the use of an "Event Center" in certain zone districts. Sections to be amended are Article III - Definitions, Article VI - Table 6.4, Article VIII - Supplementary Regulations, and Article IX - Table 9. David McDaniel made the motion to approve the amendment. Edward Dunn seconded the motion and the motion carried.

Having no other business, David McDaniel made the motion to adjourn. Terry Wilson seconded the motion. The motion carried and the meeting adjourned at 7:20 p.m.

Dick Barnes, Land Use Administrator



MURRAY COUNTY COMMISSIONER'S OFFICE

P.O. Box 1129 • 121 North 4th Ave., Chatsworth, GA 30705
Telephone 706-517-1400 • Fax 706-517-5193
www.murraycountyga.org

February 1, 2016

Mr. Steve Anglea
113 Pine Street
Chatsworth, Georgia 30705

RE: Murray County Land Use Planning Commission Meeting of January, 2016

Dear Mr. Anglea:

I have reviewed the actions of the Commission taken at the January 19, 2016 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

A handwritten signature in blue ink that reads "Brittany D. Pittman".

Brittany Pittman
County Commissioner

B. Amendment: Appendix B, Chapter 2, Article VI, Table 6.4 to add Event Center

**AMENDMENT
TO
THE CODE OF MURRAY COUNTY**

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 Murray County Code, and

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

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

Under Appendix B, Zoning, Article III, Section 3.1, Definitions, add Event Center and shall read as follows:

Event center. A facility used for weddings, anniversaries, birthdays, showers, reunions, recitals, dances, and ethnic and religious celebrations, etc. The accommodations can include sleeping, eating, and recreation. The site shall be of sufficient size to accommodate all off-street parking associated with an individual event.

Under Appendix B, Zoning, Chapter 2, Land Use District Ordinance, Article VI, Table 6.4, Permitted Uses, amend Auditorium, Assembly hall, Civic Center, to include Event center and other places of assembly. And in addition, allow for Conditional Use in the Agriculture zone district which shall be denoted by the letter C.

Under Article VIII, Supplementary Regulations, add Section 8.1-4 and shall read as follows:

All facilities used in conjunction with an event center shall comply with all local, state, and federal building requirements with respect to group assembly, and shall comply with all local, state, and federal environmental requirements with respect to sewage disposal, flood plain management, erosion and sediment control, and storm water management.

Under Article IX, Off Street Parking and Loading, Table 9.1 Public/Institutional, amend Auditorium, Assembly Hall, Civic Center, to include, Event Centers and other places of assembly, and shall read as follows:

Auditoriums, Assembly Hall, Civic Center, Event Centers and other places of assembly: 1 per 4 seats or bench seating spaces or 1 per 100 sf of GFA in the largest assembly room.

SO ORDAINED AND EFFECTIVE, the 1st day of February, 2016.

By:  Brittany Pittman, Sole Commissioner

Attest: Tommy Parker
Tommy Parker, Clerk

C. Contract: Government Systems, Inc. to provide annual software & hardware support to Tax Commissioner, \$5,823.98

SOFTWARE SUPPORT AGREEMENT

THIS AGREEMENT made and entered into as of January 1, 2016 and between **GOVERNMENTAL SYSTEMS, INC.**, a Corporation legally organized and validly existing under the laws of the State of Georgia, hereinafter referred to as "**GSI**" and "**MURRAY COUNTY TAX COMMISSIONER, GEORGIA**," hereinafter referred to as "**CUSTOMER**".

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by the parties as follows:

1.

GSI will repair any system listed in Attachment A that does not function as previously represented by **GSI** at the time of sale to the **CUSTOMER**. The specifications will have been contained in documentation form (i.e. Operator's Manuals, Administrator's Manuals etc.), response to Bid Specifications or in letter form addressing specific points. **GSI** further warrants that it will make modifications to it's Software that may be required by Federal or State Legislation. Once incorporated into the Software, these modifications shall be deemed to be an integral part of the system and all other warranties shall apply. Said repairs or modifications will be accomplished according to industry standards and in a reasonable time frame in **GSI's** office in Macon, Georgia and subsequently transmitted to the **CUSTOMER** on media usable by the **CUSTOMER**. The **CUSTOMER** will be charged for shipment of the media, and if the media is not returned to **GSI** within 30 days of receipt by the **CUSTOMER**, the **CUSTOMER** will be charged for the media. Media in the form of CD, DVD, or Floppy Disk should not be returned. Should the **CUSTOMER** desire or require said media to be installed by **GSI** personnel at the **CUSTOMER'S** Site, service will be provided at the current hourly rate(not to exceed \$100.00 per hour), plus expenses. A minimum of 8 hours will be charged. Should the **CUSTOMER** desire or require repairs to be made via modem, the **CUSTOMER** will be charged **GSI's** current telephone rate.

Any modifications to Software uniquely required by the **CUSTOMER** will be provided by **GSI** either at it's current hourly charge(not to exceed \$100.00 per hour) or for a fixed fee mutually agreed upon by the **CUSTOMER** and **GSI**, plus any related living, travel or media expenses incurred by **GSI** personnel.

Normal telephone support will be provided during **GSI's** business hours of 8:00 AM to 5:00 PM Eastern Time, Monday through Friday, except holidays. Any support provided to the **CUSTOMER** during any other time will be billed at **GSI's** current rates. Telephone support shall be limited to operating procedures, proper use of applications, and or

system recovery due to errors in application programs. Assistance to recover from other disastrous situations due to machine error, operator error, operating system error, and or act of God will be charged in accordance with charges set out in Paragraph 1 of this Agreement. Training of new personnel is not covered under this agreement.

2.

This agreement will remain in effect from January 1, 2016 thru December 31, 2016. This agreement may be cancelled by either party upon 30 days written notice. Should the **CUSTOMER** cancel this agreement, no refund will be awarded to the **CUSTOMER**.

3.

Should the **CUSTOMER** desire to extend the Agreement, the **CUSTOMER** agrees to pay to **GSI** on an annual basis at the time of signing of the Agreement for the next period, according to the schedule outlined in Attachment A. Prices listed in Attachment A may vary from period to period.

4.

Should the **CUSTOMER** hire any **GSI** employee during the term of this agreement the **CUSTOMER** agrees to pay to **GSI** the annual salary that the employee is making at **GSI** or the annual salary that the **CUSTOMER** hires the employee at, whichever is higher.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this **Software Support Agreement** the first date above written.

APPROVALS:

Accepted By:

Accepted By:

GOVERNMENTAL SYSTEMS, INC.
P. O. BOX 28018
MACON, GEORGIA 31221

SIGNATURE _____

NAME JOHN BERRY

TITLE PRESIDENT

DATE _____

SIGNATURE 

NAME Brittany P. Homan

TITLE Commissioner

DATE 02-01-16

ATTACHMENT "A"

SOFTWARE APPLICATIONS

MURRAY COUNTY TAX COMMISSIONER

JANUARY 1, 2016 THRU DECEMBER 31, 2016

APPLICATIONS	ANNUAL CHARGE
TAX ACCOUNTING SYSTEM	\$ 1,450.79
MOBILE HOME SYSTEM	585.64
RECORDING INTANGIBLE SYSTEM	266.20
TIMBER TAX SYSTEM	332.75
TAX COMMISSIONER'S GENERAL LEDGER SYSTEM	798.60
LINUX SOFTWARE SUPPORT	500.00
WINDOWS OPERATING	250.00
TOTAL	\$ 4,183.98

Payment is to be made in full upon signing of this Agreement.

EQUIPMENT MAINTENANCE AGREEMENT

This Agreement, entered into as of January 1, 2016 thru December 31, 2016 by and between **GOVERNMENTAL SYSTEMS, INC.** a Georgia Corporation hereinafter referred to as "**GSI**" and **MURRAY COUNTY TAX COMMISSIONER, GEORGIA**, (hereinafter referred to as "**CUSTOMER**").

GSI agrees to maintain equipment listed in Attachment "A" for a period of one year from the date of this Agreement. Maintenance of said equipment shall be either in the form of repair or replacement of said equipment. Whether to replace or repair said equipment will be at the discretion of **GSI**. If equipment is replaced, it will be replaced with either the same or equivalent equipment. All equipment replaced by **GSI** becomes the property of **GSI**. Repair or replacement of said equipment on maintenance necessitated by fire originating outside of said equipment, water, other casualty, acts of God, **CUSTOMER'S** movement or negligence, acts of a third party, or Software not provided by **GSI** is not included in the maintenance service charge and shall be provided at **CUSTOMER'S** expense. **GSI'S** liability to the **CUSTOMER** resulting from the performance of maintenance service shall be limited to restoring the equipment covered by this agreement to good operating conditions. **GSI** shall have no obligation to perform any service outside the State of Georgia unless otherwise agreed.

CUSTOMER agrees to pay **GSI** the total sum listed in Attachment "A". **CUSTOMER'S** liability will be limited to the total sum listed in Attachment "A" except as indicated in the above paragraph. **CUSTOMER** shall arrange for back-up equipment or service. **CUSTOMER** shall be solely responsible for proper audit and recovery routines and procedures. **GSI** shall not be liable for any expense or damages incurred by **CUSTOMER**, whether internal to **CUSTOMER** or paid by **CUSTOMER** to any third party, which may arise out of failure of the equipment to function or due to any malfunction of equipment.

APPROVAL:

ACCEPTED BY:

GOVERNMENTAL SYSTEMS, INC.
P. O. BOX 28018
MACON, GEORGIA 31221

SIGNATURE

NAME JOHN BERRY
TITLE PRESIDENT
DATE

ACCEPTED BY:

Murray County, Ga.

SIGNATURE

NAME Bethany Patterson
TITLE Commissioner
DATE 02-01-16

ATTACHMENT "A"

MURRAY COUNTY TAX COMMISSIONER HARDWARE MAINTENANCE

JANUARY 1, 2016 THRU DECEMBER 31, 2016

QTY	EQUIPMENT	COST
1	GSI 2.8GHZ REDHAT SYSTEM	500.00
1	APC UPS 1000 BATTERY BACKUP	140.00
4	CITOH PRINTERS	1,000.00
TOTAL HARDWARE		\$ 1,640.00

PAYMENT IS TO BE MADE IN FULL UPON SIGNING OF THIS AGREEMENT

D. Amendment: Chapter 42, Article 1, Section 42-1, Disorderly Conduct – 2nd Reading

AMENDMENT

TO

THE CODE OF MURRAY COUNTY

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 Murray County Code, and

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

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

Under Chapter 42, Offenses and Miscellaneous Provisions, Article 1, Disorderly Conduct, Section 42-1, add items Punishment, Destruction of Public Property and shall read as follows:

Sec42-1 Disorderly Conduct (suggested amendments)

Any person who shall do or engage in any of the following acts or things within the unincorporated area of Murray County, Georgia, shall be guilty of disorderly conduct and shall be punished in accord with the provisions of this section. Such acts or things which shall constitute disorderly conduct are more particularly described as follows:

- (1) Fighting or quarreling or acting in such a manner as to annoy or disturb the peace, quiet, comfort or repose of persons in any office, school building, hospital or in any dwelling, hotel, or other type residence, or of any persons in the vicinity.
- (2) Using any indecent, vulgar, opprobrious, obscene, threatening or abusive words which by their very utterance tend to incite to an immediate breach of the peace, that's to say words that are common knowledge and under normal circumstance will when used to or in front of another person natural tend to provoke violent resentment that is words commonly called "fighting words".
- (3) Striking or attempting to strike another.
- (4) Assemble or congregate with another or with others to cause, provoke, or engage in any fight or brawl.
- (5) Collect in bodies or in crowds and engage in unlawful activities and fail to withdraw from the assembly on being lawfully commanded to do so by a peace officer.
- (6) Create by or in any manner loud noises which disrupt, disturb, or otherwise interfere with the peace and tranquility of the public.
- (7) Interfere, by acts of violence, with another's pursuit of a lawful occupation.
- (8) Without provocation, uses obscene and vulgar or profane language in the presence of or by telephone to a person under the age of 14 years which threatens an immediate breach of the peace.
- (9) Defecating or urinating or exposing genitals or female breast; on or adjacent to any street or sidewalk or in any public or quasi-public parking lot or in the halls, elevators, stairways, or any other area designated for public passage within any public or commercial buildings or on any property open to public view.
- (10) Knowingly and willfully harass or attempt to harass or mislead any E-911 operator or law enforcement officer or firefighter or emergency medical technician by false alarms or repeatedly dialing 911 and hanging up or any unauthorized use of any device of whatever nature to summon law enforcement, firefighters, or emergency medical provider aid without reasonable cause.

(11) Knowingly and willfully strike, fight, oppose, interfere or prevent the lawful discharge of official duties of the county sheriff, his or her lawful deputies, the county marshal, his or her lawful deputies, a county code enforcement or land development officer, animal control officer, animal shelter staff, firefighter, emergency medical technician, paramedic or other arresting officer.

(12) Knowingly and willfully provide a false name, address, date of birth or social security number or any personal identification information in an effort to mislead as to his or her identity or personal identification the county sheriff, his or her lawful deputies, the county marshal, his or her lawful deputies, a county code enforcement or land development officer, animal control officer, animal shelter staff, firefighter, emergency medical technician, paramedic or other arresting officer.

(13) For any person to peddle or sell door to door his or her service or the services of another or any item without a county, state, business, professional or other legal and binding license or permit; unless said individual is raising money for a local not for profit event such as for his/her school, church, etc.

(14) Knowingly invite, allow, permit, a person(s) under the age of 21 to gather collect, assemble in any building or upon any land for the purpose of consuming alcoholic beverages in violation of state law and or any person(s) to keep and maintain a common, ill-governed, disorderly place which encourages gaming, drinking, misbehavior or disturbance any neighborhood or orderly citizen(s).

(15) Any person who shall throw any bottle, paper, can, glass, stick, stone, missile or any other debris on public property.

(16) Any person who shall commit an act of public indecency tending to debauch the morals of any person.

(17) Any person who shall be found in a state of drunkenness or intoxication upon the public rights-of-way, county or other publicly owned property or any public park.

(18) Any person who commits any act against public safety, morality and decency, or who exhibits any other conduct that is manifestly disorderly that tends to disturb other persons anywhere in the county.

Punishment. (ADDED)

(a) Pursuant to O.C.G.A. 16-11-39 any person who violates this article may be punished by a fine not to exceed \$1,000.00 or imprisonment for 60 days or both.

(b) In lieu of, or in addition to, any fine or incarceration, community service may be ordered by the court as punishment for a violation of this article. Said community service shall be not less than 20 hours but not more than 250 hours, which must be performed within probationary period from the date of conviction for a violation of this article.

(c) Any person placed on community service or otherwise placed on probation for a violation of this article shall pay such supervisory fees as may be authorized by law.

Destruction of public property. (ADDED)

(a) Definitions. For the purposes of this section, these terms are defined as follows:

(1) *Graffiti*. Any inscriptions, words, figures, paintings, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of real property or improvements thereon without prior authorization of the owner or occupant of the property by means of any aerosol paint container, broad-tipped marker, gum label, paint stick, graffiti stick, etching equipment, brush, or other device capable of scarring or leaving a visible mark on any surface.

(b) A person violates this subsection when he intentionally damages property owned by another, including the application of graffiti, and the damage is under \$500.00.

(c) It shall be unlawful for any person having a legal or equitable interest in a parcel of real property to permit graffiti to remain on a structure located thereon for a continuous period of more than 72 hours, after receiving written notice from the county served either personally or by certified mail. A person so served may request the county, at its expense, and subject to appropriate waivers, to come onto the subject property and remove the graffiti. If the person having legal or equitable interest in the subject real property refuses to remove the graffiti or is a nonresident or is unknown or unreachable after a diligent effort, the county may proceed in accordance with subsection (d) of this section.

(d) Penalty; removal of graffiti by order of the court; costs.

(1) *Penalty*. If a person having a legal or equitable interest in a parcel of real property containing graffiti refuses to remove or have the graffiti removed in accordance with subsection (d) of this section, after receipt of notice, this violation shall be punishable in accordance with the Official Code of Murray County.

(2) *Removal by order of the court*. If the person having legal or equitable interest in the subject real property refuses to remove the graffiti or is a nonresident or is unknown or unreachable after a diligent effort, the county may, in addition to any other penalty or remedy allowed by law, proceed in a court of competent jurisdiction and in accordance with the appropriate rules of civil procedure, to obtain a court order which directs the county to enter upon the subject property and remove the graffiti.

(3) *Cost of removal*. The court, in its order, may also specify that the property owner may be liable for the cost incurred in the removal of the graffiti.

FIRST READING, this the 5th day of January, 2016

SECOND READING, this the 1st day of February, 2016

SO ORDAINED AND EFFECTIVE, this the 1st day of February, 2016

BY: 
Brittany D. Pittman, Sole Commissioner

ATTEST: 
Tommy Parker, Clerk

E. Ordinance: Credit Card use policy by County Departments – 2nd Reading



Resolution of the Murray County Sole Commissioner Regarding County Issued Purchasing and/or Credit Cards

WHEREAS, Georgia law prohibits counties from issuing purchasing cards and credit cards to elected officials unless the governing authority of the county has authorized such issuance and has promulgated policies regarding their use as provided by law; and

WHEREAS, such purchasing cards and credit cards shall only be issued to elected officials and county employees designated by the governing authority; and

WHEREAS, in order to comply with O.C.G.A. § 36-80-24, the Murray County Sole Commissioner desires to authorize certain elected officials along with county employees to be issued a county purchasing and/or credit card, to adopt the attached ordinance containing the County's policy on purchasing cards and credit cards and to adopt the attached user agreement.

NOW, THEREFORE, BE IT RESOLVED that the Murray County Sole Commissioner adopts the attached Exhibit A "Purchasing Card and Credit Card Ordinance for Murray County employees and elected officials".

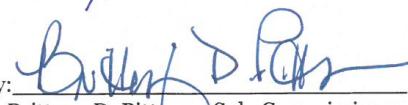
BE IT FURTHER RESOLVED that the Sole Commissioner, by authorization, designates the following Murray County employees and elected officials to receive a county issued purchasing and/or credit card and approves the attached Exhibit B " Purchasing Card and/or Credit Card User Agreement" for the following elected officials:

- Certain Elected Officials, by Position
- Certain County Employees, by Position

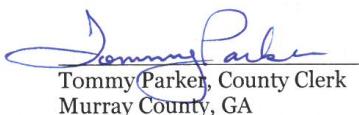
FIRST READING, this the 5th day of January, 2016

SECOND READING, this the 1st day of February, 2016

BE IF SO RESOLVED, this 1st day of February, 2016.

By: 
Brittany D. Pittman, Sole Commissioner
Murray County, GA

Attest:


Tommy Parker, County Clerk
Murray County, GA

F. Resolution: 2016 Election qualifying fees

Resolution

Murray County, Georgia

Whereas, O.C.G.A. 21-2-131 requires the County Governing Authority to set qualifying fees for all offices in which an election will be held during the calendar year; and

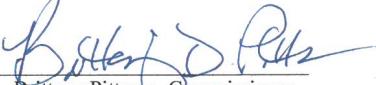
Whereas, those fees must be published in the County's legal organ; and

Fees must be published and set by resolution on or before February 1st within the year of such elections;

Therefore, having complied with all requirements of O.C.G.A. 21-2-131, the Murray County Commissioner hereby resolves to set the 2016 Election Qualifying Fees as follows:

County Commissioner	\$2,106.83
Sheriff	\$2,106.83
Clerk of Superior Court	\$1,690.57
Probate Court Judge	\$1,690.57
Tax Commissioner	\$1,690.57
Part-Time Magistrates Post 1&2	\$ 472.42
County Coroner	\$ 260.60
County Surveyor	\$ 0
Board of Education - Districts 1,2,3,4	\$ 20.00

BE IT SO RESOLVED, this 1st day of February, 2016

By: 
Brittany Pittman, Commissioner

Attest: 
Tommy Parker, County Clerk

Documents are located in the auxiliary file.

ATTEST:

Tommy Parker, County Clerk

Brittany Pittman, Commissioner

In Attendance: Brittany Pittman, Tommy Parker, Matthew Sanford, Edward Dunn, Mack Belue, Frank Adams