

# PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday May 4, 2021 at 9:00 a.m. in the Hearing Room of the Murray County Annex. The public is invited and encouraged to attend.

## TENTATIVE AGENDA

1. Call to Order
2. Approval of Minutes of Prior Meetings
3. Approval of Agenda
4. New Business

  

- A. Approval of Murray County Land Use and Development Planning Commission Meeting minutes
- B. Contract Addendum: Inmate telephone and inmate chirping system.
- C. Landfill Contract: Santek Environmental contract assigned to Capital Waste Services.

Adjourn  
Commissioner Available for Questions or Comments

# **GEORGIA, Murray County**

## **MINUTES**

**The Murray County Commissioner held a public meeting Tuesday May 4, 2021 at 9:00 a.m. in the hearing room of the Murray County Annex.**

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

**By signature and execution, the minutes of April 2021 were approved.**

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

## A. Approval of Murray County Land Use and Development Planning Commission Meeting minutes April 2021 (documents are stored in the 2021 Auxiliary Files)



### 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.murraycountygov.org](http://www.murraycountygov.org)

May 4, 2021

Mr. David McDaniel  
1975 Hwy. 52 East  
Chatsworth, GA 30705

RE: Murray County Land Use Planning Commission Meeting April 20, 2021.

Dear Mr. McDaniel:

I have reviewed the actions of the Commission taken at the April 20, 2021 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

Greg Hogan,  
County Commissioner



### 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@murraycountygov.org](mailto:dbarnes@murraycountygov.org)

April 27, 2021

Mr. Greg Hogan  
Murray County Commissioner  
121 N. 4th Avenue  
Chatsworth, GA. 30705

Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of April 20, 2021. Upon review, your approval and / or comments would be greatly appreciated.

Respectfully,

David McDaniel



### MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,  
Chatsworth, Georgia 30705  
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#### Minutes

##### Murray County Land Use Planning Commission Meeting

April 20, 2021

The Chairman, David McDaniel, called the meeting to order at 7:00 pm April 20, 2021. Other members present were Heath Harrison, Terry Wilson, Edward Dunn, and Dick Barnes, Land Use Administrator for Murray County and Debra Ellis, Land Use Secretary.

The first order of business on the Agenda was to approve the Agenda. Mr. Harrison made a motion to approve the Agenda. Mr. Wilson seconded the motion. The motion carried.

The next order of business was to approve the minutes of the last meeting. Mr. Dunn made the motion to approve the minutes as written. Mr. Harrison seconded the motion. The motion carried.

There was no old business. New business was next on the Agenda.

Item 1 of new business was the Re-Classification of property from SR to AG located in Land Lot 157, District 10, located at Jim Petty Road; consisting of 13.3 acres, owned by Terry Clayton. The Chairman asked if Mr. Clayton was present. Mr. Clayton was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes stated this is a mixed use Residential and Agricultural area. He stated the proposal more than meets the minimum requirements for Agricultural Zoning. Mr. Barnes further stated approval is recommended. The Chairman asked Mrs. Ellis if all proper notifications been made. Mrs. Ellis stated they had. Mr. McDaniel opened the public hearing and asked Mr. Clayton to proceed with his presentation.

Mr. Clayton stated he would like to have a horse and a few goats for his grandson to enjoy in the country.

The Chairman thanked Mr. Clayton for his presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one.

The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Dunn made a motion to approve this proposal. Mr. Harrison seconded the motion. The motion carried.

Item 2 of new business was the Re-Classification of property from SR to RR located in Land Lot 7& 8, District 8, located at 1110 Brown Bridge Road, consisting of 1.5 acres, owned by Markey Crowe. Mr. McDaniel asked if Mr. Crowe was present. Mr. Crowe was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes

stated this is a mixed use Residential area with majority being Rural Residential. Mr. Barnes further stated approval is recommended. The Chairman asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. Mr. McDaniel opened the public hearing and asked Mr. Crowe to proceed with his presentation.

Mr. Crowe stated he wanted to put a mobile home on the property for his grandson.

The Chairman thanked Mr. Crowe for his presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one.

The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Wilson made a motion to approve the proposal. Mr. Dunn seconded the motion. The motion carried.

Item 3 of new business was the Re-Classification of property from RR to AG located in Land Lot 166, District 8, located at 457 McEntire Road; consisting of 5 acres, owned by Allen Peeples. The Chairman asked if Mr. Peeples was present. Mr. Peeples was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes stated this is a mixed use Residential area with a huge Agricultural area to the south. Mr. Barnes stated the property meets the minimum Requirements For Agricultural zoning. Mr. Barnes stated approval is recommended. The Chairman asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. Mr. McDaniel asked Mr. Peeples to proceed with his presentation.

Mr. Peeples stated he would like to have the property rezoned in order to have some goats and chickens. He stated there is shelter for the animals already on the property.

The Chairman thanked Mr. Peeples for his presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one.

The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Harrison made a motion to approve the proposal. Mr. Wilson seconded the motion. The motion carried.

Item 4 of new business was the Discussion of the Map changes. The Board discussed the Map changes, but no action was taken.

The Chairman asked for a motion to adjourn. Mr. Dunn made the motion to adjourn the meeting. Mr. Wilson seconded the motion. The motion carried.

Respectfully Submitted,  
  
Debra Ellis  
Land Use Secretary

## B. Contract Addendum: Inmate telephone and inmate chirping system (documents are stored in the 2021 Auxiliary Files)



Combined Public Communications, LLC  
Inmate Telecommunications General Service Agreement  
Addendum A

ORIGINAL

WHEREAS, this addendum relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "CPC"), and the Murray County Sheriff's Office (hereafter "Customer") with its principal place of business in 810 1/2 G.I. Maddox Parkway in Chatsworth, GA 30705 which was originally signed on February 6<sup>th</sup>, 2018 for a forty-eight (48) month term beginning on March 26<sup>th</sup>, 2018.

WHEREAS, the Customer and CPC wish to amend the Agreement.  
NOW THEREFORE, the parties to this Agreement do agree as follows:

### Agreement Term

The agreement term, which began on March 26<sup>th</sup>, 2018, will remain in force and effective through December 31<sup>st</sup>, 2024.

Furthermore, unless written notice is delivered to either party at least ninety (90) days prior to the end of the renewal term, the Agreement shall automatically renew, for an additional forty-eight (48) months, upon the same terms and conditions as set forth herein.

### CPC View System

At no cost, CPC will provide, install and maintain the CPC View System. See **Attachment A** for information related to CPC and Customer responsibilities regarding the CPC View System.

These commission offices are based on an inmate's activation, and continuous usage of the inmate telephone system and inmate chirping system. Chirping activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates will have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, CPC reserves the right to adjust the proposed commission percentages with thirty (30) day notice.



This written addendum shall constitute understanding of the parties and all prior agreements and understandings are merged herein. The original Agreement and this Addendum shall not be modified, changed or altered in any respect except in writing signed by CPC and Customer.

This Addendum entered the 11 day of Feb. 2020 2021

Customer

Combined Public Communications, LLC

Signature: John Cherry  
Print Name: John Cherry  
Print Title: Captain, 2nd Admin.

Signature: Tara Tompkins / Kathryn Bink  
Print Name: Tara Tompkins / Kathryn Bink  
Print Title: Sales Rep / Sales Rep

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CyberPath Services, LLC  
An Affiliate of Combined Public Communications, LLC  
Inmate Messaging Service

CyberPath Services, LLC, an affiliate of Combined Public Communications, LLC (Vendor) with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 agrees to provide a messaging service<sup>1</sup> for inmate usage called Chirping to the Murray County Sheriff's Office (Customer) with its principle place of business at 810 1/2 G.I. Maddox Parkway in Chatsworth, GA 30705 agree as follows:

### Exclusive Agreement

Customer agrees to exclusively permit Vendor the right to install, support and maintain a messaging platform and service within all pre-existing and future jail and/or detention facilities.

### Agreement Term

This agreement will remain in force and effective through December 31<sup>st</sup>, 2024. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, the Agreement shall automatically renew for a twelve (12) month term upon the same terms and conditions as set forth herein.

### Vendor Provides:

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

### Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor. Additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

### Chirping Rates, Funding & Fees:

Chirping rates include - four dollars (\$4.00) per month per chirping device and phone number, and ten cents (\$0.10) per chirp.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Funding fees include - a three-dollar (\$3.00) funding fee through inmatesales.com or a five dollar and ninety-five cent (\$5.95) fee through Vendors live representative customer service center, plus credit card fees.

### Labor Reimbursement:

Vendor will pay Customer labor reimbursement in the amount of two cents (\$0.02) from every completed Chirp. To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.



Device Loss/Damage & Replacement Policy  
Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account until paid in full before another device is assigned to the inmate.

### Authority to Represent:

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 11 day of Feb. 2021 (the Commencement date).

Customer  
John Cherry  
Print Name, Title  
John Cherry  
Signature  
Feb 11, 2021  
Date  
Greg Hause

Cyberpath Services, LLC  
Tara Tompkins / Kathryn Bink  
Print Name, Title  
Tara Tompkins / Kathryn Bink  
Signature  
Feb 11, 2021  
Date

<sup>1</sup> U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC.



Combined Public Communications, LLC  
Inmate Telecommunications General Service Agreement  
Addendum A - Attachment A - CPC View

WHEREAS, this Attachment relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "CPC"), and the Murray County Sheriff's Office (hereafter "Customer") with its principal place of business at 810 1/2 G.I. Maddox Parkway in Chatsworth, GA 30705.

**Equipment**

CPC will provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to eighteen (18) View Units, eighteen (18) stools, one (1) server and required bandwidth. This is an added value of more than \$42,000 and is provided at no cost to customer. The equipment will always remain the property of CPC.

**Video Visitation**

Feature	Rate	Commission
Onsite Video Visitation	n/a	n/a
Remote Video Visitation	\$0.20/min	20%

Customer should initial one of the following options regarding Video Visitation:

Option 1: Customer agrees to utilize Remote Video Visitation along with Onsite Video Visitation.

Option 2: Customer is not interested in utilizing Video Visitation.

**Email**

Feature	Rate	Commission
Email	\$0.50/email	20%

Customer should initial one of the following options regarding this technology:

Option 1: Customer agrees to utilize Email.

Option 2: Customer is not interested in utilizing Email.

**Fast Case Law Library**

CPC will provide the Customer access to Fast Case Law Library Service (Service). The annual cost of this Service is based on the average daily population (ADP) of one hundred thirty-one (131) inmates at one dollar (\$1.00) per inmate per month, totaling \$131 per month. The yearly Service fee will be deducted from the customer's monthly commission. The Service is subject to a monthly commission deduction on an annual basis. This service is subject to an annual ADP adjustment and will automatically renew on an annual basis. Customer should initial one of the following options regarding this technology:

Option 1: Customer agrees to utilize this Service.

Option 2: Customer is not interested in utilizing this Service.



**CPC Responsibilities**  
CPC will provide and install the View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.

**Customer Responsibilities:**

It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

**Remote Video Visitation Storage**

CPC will store remote video visits for ninety (90) days.

**Customer**

Combined Public Communications, LLC

Signature:   
Print Name: John Cheary  
Print Title: Captain  
Date: 3/11/2021

Signature:   
Print Name: Tara Tompkins  
Print Title: Captain  
Date: 3/11/2021

**C. Landfill Contract: Santek Environmental contract assigned to Capital Waste Services  
(documents are stored in the 2021 Auxiliary Files)**

April 9, 2021

Murray County  
P.O. Box 1129  
Chatsworth, Georgia 30705  
Attn: County Commissioner

**Re: Sanitary Landfill Operation Agreement, dated June 1, 2002, between Murray County, Georgia (the "County") and Santek Environmental of Georgia, LLC ("Santek"), as amended by that First Amendment, dated December 5, 2003, and that Second Amendment, dated January 10, 2005 (the "Contract").**

We are pleased to advise that Santek recently agreed to sell certain of its assets (the "Sale") to Capital Waste Services, LLC, a Delaware limited liability company ("Capital Waste"). The Contract identified above is among the assets proposed to be sold to Capital Waste as part of the Sale.

Pursuant to the Section 12.2 of the Contract, the Sale will constitute an assignment of the Contract (the "Assignment") requiring the County's consent. Accordingly, we kindly request that the County acknowledge and consent to the Assignment. Specifically, by signing this letter, the County: (i) acknowledges and consents to the Assignment; (ii) waives any right to terminate the Contract as a result of the Assignment; (iii) acknowledges and confirms that the County is not in default or breach of any term or provision of the Contract; (iv) acknowledges that the Contract will continue in full force and effect in accordance with its terms following the Assignment; (v) acknowledges and confirms that there is no outstanding defense, offset, claim or counterclaim by or in favor of the County against Santek under the Contract or against the obligations of Santek under the Contract; and (vi) releases Santek from any obligation under the Contract arising from and after the closing date of the Sale. If the Sale is not consummated for any reason, this letter will cease to have effect and the Contract will remain in place between Santek and the County in accordance with its terms.

Please note that we plan to complete the transaction on or around May 3, 2021. Accordingly, we would appreciate your prompt attention to this matter. The terms of this Sale are confidential, and we request that, to the extent possible, the County keep the proposed sale and the terms of this letter confidential. If you have any questions, please contact Tim Watts at (423) 650-2028 or twatts@santekwasteservices.com. Otherwise, kindly sign and return this letter to me via email by .pdf at twatts@santekwasteservices.com.

**SANTEK ENVIRONMENTAL OF GEORGIA, LLC**

By: Joseph T. Watts  
Name: Joseph T. Watts  
Title: Chief Operating Officer

AGREED AND ACKNOWLEDGED:

**MURRAY COUNTY, GEORGIA**

By: Greg Hogan  
Name: Greg Hogan  
Title: sole commissioner

**ADJOURNMENT:**  
Executed this 1st day of June 2021

**ATTEST:**

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**Tommy Parker, County Clerk**

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**Greg Hogan, Commissioner**

**In Attendance: Greg Hogan, Tommy Parker, Edward Dunn, Jimmy Espy, Anthony Noles, Barry Gentry, Eli Falls**