

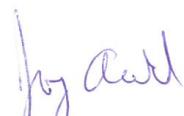
## Notice of Public Hearing

This notice is of a public hearing that the Commissioner of Murray County will hold to hear an application from the following individual:

Abuali Pirani, owner and designated Agent of Lagos Enterprises Inc. d/b/a Marathon Food Mart, located at 5312 Highway 411 S. Chatsworth, Ga.30705, has applied for a license to sell Malt Beverages (Beer Only) by the package.

The Director of Code Enforcement has reviewed the application and the applicant has met all the requirements as set forth in Chapter 6 of the Code of Ordinances of Murray County.

The Commissioner will hear the application on February 2nd, 2017 at 9:00 a.m. in the hearing room of the Annex located at 121 North 4<sup>th</sup> Avenue, Chatsworth, Ga. 30705.



Joey Arnold  
Director of Code Enforcement

# PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday February 7, 2017 at 9:00 a.m. in 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. Agreement: Murray County Probate Court to provide probation services
  - B. Contract: GDNR to provide reimbursement for costs of scrap tire reimbursement - \$6,800
  - C. Resolution: Matt Sanford designated as legislative coordinator to the Association of County Commissioners
  - D. Lease Agreement: GDOT to provide 1-shuttle bus with wheelchair lift - \$.010 per mile
  - E. Appointment: Junior England to the Recreation Board
  - F. Appointment: Sparky Roberts to the Industrial Dev. Auth./Dev. Auth. Of Murray County
  - G. Appointments: David Wells & Terry Wilson to the Land Use Planning Commission
  - H. Disposal of Surplus Inventory

Adjourn  
Commissioner Available for Questions or Comments



## OFFICE OF THE COMMISSIONER MURRAY COUNTY, GEORGIA

P.O. BOX 1129 / 121 NORTH 4TH AVE.,  
CHATSWORTH, GA 30705  
706-517-1400 ext.1240

Date: 020217

Ref. Application for Malt Beverage License

As per the regulations set forth in the Murray County Code of Ordinances, Chapter 6, Abuali Pirani, owner and designated agent of Lagos Enterprises Inc. d/b/a Marathon Food Mart, located at 5312 Highway 411 South, Chatsworth, Ga. 30705 has applied for a license to sell Malt beverages (Beer Only) by the package.

After a thorough investigation by the Director of Code Enforcement/ Issuing Authority for Malt Beverage Licenses, it is hereby found that the applicant has met the standards as set forth by the Ordinance.

The Director has set forth the application to be heard by the Commissioner on this date and he hereby makes the following recommendation:

1. The Director hereby certifies that applicant has met all the regulations and that said application was publicly advertised and hereby recommends to the Commissioner to approve said application.

After reading and consideration of the application, I do hereby approve said application and hereby authorize the Director to issue a license to applicant for the sale of Malt Beverages (Beer Only) by the package.

Approved by:

\_\_\_\_\_  
Greg Hogan, Sole Commissioner

Attest:

\_\_\_\_\_  
Tommy Parker, Interim County Manager

Date:

February 2nd, 2017

### **Probation Services Agreement**

This Agreement is made by and between Murray County, Georgia, a political organization organized under the laws of the State of Georgia, with its principal place of business at Murray County Courthouse hereinafter called "Contractor" and the Probate Court of Murray County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. §§ 42-8-30.1 & 42-8-100 (f) (1) or O.C.G.A. § 42-8-100 (f) (1) or O.C.G.A. § 42-8-100 (g) (1), whichever is applicable.

**NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:**

#### **SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR**

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

##### **A. Responsibilities of Probation Services Contractor**

- (1). Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the County and Municipal Probation Advisory Council.
- (2). Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling this case, the Department of Audits and Accounts, the County and Municipal Probation Advisory Council and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.
- (3). Financial Records. Contractor shall maintain financial records according to generally accepted accounting principals.
- (4). Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. All probation officers shall be at least twenty-one (21) years of age and have the educational qualifications as required by Section 42-8-102 of the Official Code of Georgia Annotated. All probation officers shall also comply with the orientation and continuing education training required per annum under the same Code Section. No person who has been convicted of a felony will be employed by Contractor as a probation officer.
- (5). Criminal History Check. Contractor shall have a criminal history records check made of all probation officers and certify the results to the county and Municipal Probation Advisory

Council.

(6). Officer per Probationer Ratio. Contractor shall manage caseload limits so as not to exceed \_\_\_\_\_ probationers per probation officer for basic supervision and \_\_\_\_\_ probationers per probation officer for intensive supervision.

(7). Location Place of Business. Contractor shall maintain an office in Murray County for meeting with and the provision of services to probationers.

**B. Reports to Court**

Contractor shall provide written reports monthly to the Court listing the services rendered and provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Monthly reports will be delivered to the Court on or before the tenth (10<sup>th</sup>) day of the following month. Contractor shall provide personal history, employment data, and location information to Court and law enforcement as necessary in tracking probation violators.

**C. Tender of Collections**

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by 31<sup>st</sup>(<sup>th</sup>) day of the following month. Restitution shall be paid to the victim by the 11<sup>th</sup> day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) funds paid by the probationer for drug and alcohol screening test fees, 2) restitution, 3) fines, 4) court costs and surcharges, 5) program costs, and 6) probation fees. Contractor shall not retain or profit from any files, restitution, fees or cost collected from probationers except the probation fee authorized by this Agreement.

**D. Access to Contractor Records**

1). Upon ten (10) business days written notice Contractor to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to a conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

2). Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered to the court. A written copy of this audit shall be provided to the Court and (County) Governing Authority within two (2) months of the close of

the year audited.

3). Good Business Practices. Contractor shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Contractor nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Contractor.

**E. Scope of Services to Probationers by Contractor**

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Offenders determined by the court to be indigent shall be supervised at no cost to the probationer or the Court or governing body.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer.

4.) Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. Contractor will maintain records of service participation.

5.) Employment Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6). Drug/Alcohol Screening Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol screens and testing, or

Contractor shall provide the probationer rehabilitation or educational programs as mandated by

the Court and allowed by the law. Contractor may charge the probationer an amount reasonable as to the cost of the service and no more than that specified in Exhibit \_\_\_\_\_. A copy of Exhibit \_\_\_\_ shall be provided to the probationer at orientation or at a time as soon as possible following the Court's order of attendance.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring as specified in Exhibit \_\_\_\_\_.

8.) Reports of Violations Probation. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. Minor violations of probation although not cause for revocation shall be included in the regular reports made to the Court under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

9.) Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant.

#### **OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

In consideration for the services of Contractor, the Court shall provide the following services.

#### **F. Payment for Contractors Services.**

For regular probation supervision which includes a minimum of 24 ( ) contacts per month and 01-2 bi-weekly or 1 monthly, probationer shall pay a fee of \$ 41.00 per month. For intensive probation supervision which includes 9.00 GLOFF + 32.00 COUNTY, probationer shall pay a fee of \$ 41.00 per month. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

#### **G. Probation Fee.**

The court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or

any program fee of a probationer.

**H. (Optional) Pre-Sentence Investigations.**

When ordered by the court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Contractor 114 dollar (\$\_\_).

**I. Access to Criminal Histories.**

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court.

**J. Notice of Court Sessions.**

The Court shall provide Contractor ten (10) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, by fax or telephone to:

[Contractor Name and Address, Telephone and Fax Numbers]

**K. Court Facilities.**

The Court shall provide to Contractor an area, as available, for conduct on initial interviews and orientation with the probationer on the day of sentencing.

**TERM**

**L. Period of Service.**

Contractor shall commence performance on Jan 1st, 2014. This Agreement shall expire at the end of the current fiscal year. Court may renew this Agreement for the next fiscal year on written notice of at least 30 days, and shall have a similar option to renew for an additional 4 years.

**M. Termination.**

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within ten( 10 ) workings days of termination ,Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in Connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less

supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

#### **REPRESENTATIONS AND WARRANTIES OF CONTRACTOR INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR**

##### **N. Insurance and Bond.**

Contractor shall furnish a surety bond or letter of credit in an amount of not less than \_\_\_\_\_ dollars (\$\_\_\_\_\_) as security for satisfactory performance of this Agreement. Contractor shall provide and maintain during the life of this Agreement, Workers' compensation insurance as required by statute and general liability insurance as set forth in Appendix A to this agreement. Contractor shall provide written notice to the Court within thirty (30) days of any material changes of insurance coverage, including cancellation. Bond shall be made with a commercial insurer satisfactory to Court and authorized to transact surety insurance in Georgia before contractor commences work, Contractor shall provide to the Court the fidelity bond or letter of credit and an original certificate for the required insurance.

##### **O. Indemnification**

Neither the Court nor the (County) Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the Murray County as provided in Appendix A. Contractor agrees that Appendix A is expressly made a part of this agreement.

Contractor shall indemnify and hold harmless the Court and Murray County, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services preformed by \_\_\_\_\_ Contractor or its employees and agents under the terms of this Agreement.

#### **DEFAULT**

##### **P. Deficiency in Service by Contractor**

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may terminate this Agreement in accordance with Item VI or notify the Contractor in writing as to the exact nature of such deficiency. Within ten (10) days of receipt of such notice, the Contractors shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the courts satisfaction, the Court may declare the Contractor in default and the

Court may terminate this Agreement.

#### **MISCELLANEOUS**

**R. Time is of the Essence of this Agreement.**

**S. Compliance with the Law.**

The contractor shall comply with all federal, state and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

**T. Independent Contractor**

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the Murray County or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the Murray County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the Murray County or to their respective employees.

**U. Entire Agreement**

This agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representatives, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No Amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

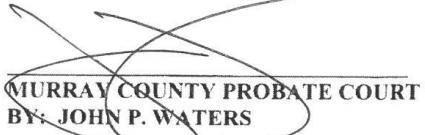
**V. Binding Agreement**

This Agreement shall not be binding upon any successor to the undersigned Judge of the Probate Court of Murray, Georgia unless ratified by the successor in the office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days.

IN WITNESS THEREOF THE ABOVE PARTIES HAVE SIGNED THEIR  
NAMES AND AFFIXED THEIR SEALS THIS 9th DAY OF Jan, 2017.



MURRAY COUNTY, GEORGIA  
BY: GREG HOGAN  
SOLE COMMISSIONER



MURRAY COUNTY PROBATE COURT  
BY: JOHN P. WATERS

Alternative Appendix "A"

Contractor agrees to indemnify the "State" and to hold it harmless from all "Loss and Liability" due to bodily injury (including death), personal injury, and property damage in any way caused, in whole or in part, by act or omission of Contractor in connection with this Agreement.

For purpose of this indemnification,

"State" means the governing authority of this jurisdiction of Court, the State of Georgia, all departments, and other units of governing authority and state government, all their instrumentalities, and all their officers and employees, plus their insurance and self-insurance established for this protection.

"Contractor" includes successors and assigns. In this clause, "caused, in whole or in part, by act or omission of Contractor," "Contractor," also includes Contractors subcontractors, all other acting on its behalf, and their officers and employees.

"Loss and Liability" includes as well the cost of legal representation and all other cost and expense of defense.

This obligation survives the expiration and termination of the Agreement, the dissolution of the Contractor and, to the extent allowed by law, the bankruptcy of the Contractor.

The Georgia Tort Claims Act will be the exclusive remedy for any loss or liability within its terms. However, upon demand, Contractor will promptly reimburse the following for any payments made by them, which are covered by Contractor's obligation to indemnify: any insurance or self-insurance program of governing authority, the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS").

This indemnification applies even if the State is partially responsible for the situation giving rise to the claim, but not if the State is solely responsible.

This indemnification does not extend beyond the scope of the Agreement. Nor does this indemnification extend to claims by Contractor against the Department for breach or default under the Agreement.

IF APPLICABLE, INITIAL HERE \_\_\_\_\_

**CMPAC RULE 503-1.21 Qualifications of Owners, Directors and Agents.**

(a) Qualifications: *(this section removed for this document. Refer to CMPAC Rules)*

(b) Private Probation Service Plan. The registration application must demonstrate through a written plan or sample contract form, the reasonable ability to furnish continuous service in compliance with private probation entity requirements from the date operation commences. Plans and contracts must minimally contain the following information and must be filed and maintained current with the council:

1. Description of the extent of services to be rendered by entity;
2. Staff qualifications which meet or exceed the statute;
3. Criminal records checks completed on all staff in accordance with Rule 503-1-.25 and O.C.G.A §35-3-34 by providing completed fingerprint cards;
4. Policies and procedures for staff training;
5. Bonding of staff;
6. Staffing levels and standards of supervision, including the type and frequency of contacts;
7. Collection procedures for handling court-ordered fines, fees, and restitution;
8. Procedures for handling indigent offenders;
9. Revocation procedures and circumstances;
10. Reporting and record keeping procedures;
11. Default and contract termination procedures; and
12. A schedule of the range of probation fees and charges assessed to the probationers supervised by the entity.

IF APPLICABLE, INITIAL HERE \_\_\_\_\_



# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## ENVIRONMENTAL PROTECTION DIVISION

CERTIFIED MAIL: 7011 1570 0000 7476 0325

**Richard E. Dunn, Director**

**Land Protection Branch**  
4244 International Parkway  
Suite 104  
Atlanta, Georgia 30354  
404-362-2537

January 9, 2017

Commissioner Greg Hogan  
Murray County  
P.O. Box 1129  
Chatsworth, GA 30705

Dear Commissioner Hogan,

Please find enclosed two copies of the Local Government Scrap Tire Abatement Reimbursement Agreement (contract) for the Former Pit Stop site, 3626 Brown Bridge Road, between the Georgia Department of Natural Resources - Environmental Protection Division and Murray County. Please sign and return two original copies of the agreement to:

Russell Nix, Waste Reduction Unit Manager  
Environmental Protection Division  
4244 International Parkway, Suite 104  
Atlanta, GA 30354

After signature by my office, we will send you a fully executed copy. Once you receive the fully executed copy, the scrap tire abatement project can begin. If you have any questions or concerns regarding the contract, please contact Mr. Nix at 404-362-2663.

Sincerely,

Jeffrey W. Cown, Chief  
Land Protection Branch

Enclosures

cc: File

## Local Government Scrap Tire Abatement Reimbursement Program Agreement

Project: 16-ST-105-001

This Reimbursement Agreement (hereafter, "AGREEMENT") authorizes **Murray County** (hereafter, "LOCAL GOVERNMENT") to proceed with the implementation of the scrap tire abatement project as described in the above referenced PROJECT application.

The Environmental Protection Division (hereafter, "EPD") agrees to reimburse the LOCAL GOVERNMENT up to **\$6,800.00** for the scrap tire abatement project as described in the above referenced PROJECT application. Any changes in the scope and/or increases in the estimated cost of implementing the PROJECT must be approved by EPD in writing prior to implementing or incurring them.

The LOCAL GOVERNMENT agrees to begin removal of the scrap tires within 90 days of the date of this agreement and to submit a request for reimbursement to EPD within 30 days of completing the PROJECT. This agreement will terminate 12 months from the date signed by the EPD Director or 90 days after completion of the project.

Requests for reimbursement must include:

- A completed final report form (available from [epd.georgia.gov/scrap-and-used-tires](http://epd.georgia.gov/scrap-and-used-tires)) signed by the authorized local government representative that includes the certification statement, "I certify that all abatement activities required in the agreed upon contract and any amendments thereto contracts for this project have been carried out in accordance with the documented application, as well as all applicable federal, state and local laws, rules and regulations. I am aware that there are significant penalties for knowingly violating these and/or submitting false information, including fines, loss of certification or licensure, and imprisonment."
- A minimum of three digital images that are at least 300 dpi, no larger than 5 MB, and in one of the following formats: JPG, PNG, TIF (one each taken before, during, and after cleanup)
- An itemized list of expenses
- A description of any problems encountered and how they were handled
- The number of volunteers participating (if applicable)
- The names and permit/approval numbers of carriers and processors used, if different from those in the application
- Copies of all itemized contractor invoices showing number and/or tons of tires removed by type (passenger, truck, other)
- Copies of all checks showing amount paid to each contractor
- Copies of all transportation manifests and weight tickets

### ENVIRONMENTAL PROTECTION DIVISION

BY:

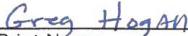
Richard E. Dunn  
Director

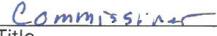
Date

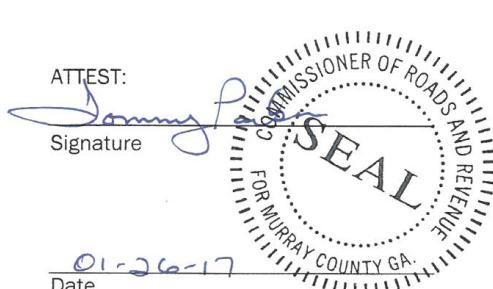
### MURRAY COUNTY

BY:

  
Signature

  
Print Name

  
Title



RESOLUTION

**Murray County Sole Commissioner  
Appointment of County Legislative Coordinator (CLC)**

**WHEREAS**, legislative decisions made by the Georgia General Assembly increasingly impact county governments; and

**WHEREAS**, ACCG monitors and reports on legislative proposals on a regular basis during and after each legislative session; and

**WHEREAS**, ACCG regularly seeks input and comment from county officials and staff in assessing the impact of legislative proposals and in developing responses to such proposals; and

**WHEREAS**, to ensure an effective and accurate response, there must be a process whereby reports from ACCG and requests from ACCG for information or analysis of legislative proposals are directed to the most appropriate county officials or staff for a response.

**NOW, THEREFORE, BE IT RESOLVED** to most effectively respond to legislative proposals affecting counties, there shall be one county official or staff person designated by the Sole Commissioner to serve as the County Legislative Coordinator (CLC) for **Murray County**.

**BE IT FURTHER RESOLVED** that the CLC for **Murray County** shall have the following:

1. Access to all department heads and county officials to obtain information and data.
2. Access to the Sole Commissioner.
3. Working knowledge of county operations.
4. The ability and time to respond to requests for information from ACCG policy staff in a timely manner.
5. Authority within the county government structure to request and receive timely responses to requests for information.
6. Knowledge of the various departments within the county and the points of contact within each to obtain information and feedback.
7. Ability to provide periodic reports to the Sole Commissioner and other officials regarding the legislative reports and activities of ACCG.

**BE IT FURTHER RESOLVED** that the Sole Commissioner hereby designates – **Matthew Sanford** to serve as CLC for **Murray County** and until further notice.

**BE IT FURTHER RESOLVED** that notice of this appointment be immediately transmitted to the Association County Commissioners of Georgia.

This the 7th day of February, 2017



Greg Hogan

Sole Commissioner

**LEASE AGREEMENT**

BETWEEN

DEPARTMENT OF TRANSPORTATION

AND

MURRAY COUNTY

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and MURRAY COUNTY, hereinafter called the "SPONSOR".

WHEREAS, the SPONSOR has undertaken a program to provide transportation services to the public in MURRAY County ("Public Transportation System"); and

WHEREAS, this Public Transportation System will have a profound impact upon the development of the total organized transportation services in the State of Georgia; and

WHEREAS, the SPONSOR desires to obtain the use of certain mass transportation vehicle(s) as hereinafter set forth, from the DEPARTMENT, to provide said services; and

WHEREAS, the DEPARTMENT, pursuant to Section 32-9-2, O.C.G.A., is authorized to support, own, lease, maintain and operate mass transportation facilities in cooperation with counties and municipalities.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein made, it is agreed by and between the DEPARTMENT and the SPONSOR as follows:

**ARTICLE I  
SCOPE AND PROCEDURES**

This Agreement covers the obligations of the parties in connection with the lease of 600-2244 VIN#1FDEE3FS8BDA41243, hereinafter referred to as the "PROJECT vehicle(s)", during the lease term set forth in Article II.

For and in consideration of the mutual promises herein contained, the parties agree as follows:

1

2

- e) That the SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT with regards to the use of PROJECT vehicle(s) during the lease term of this Agreement and shall submit such records to the DEPARTMENT upon request but no less than monthly. These records will contain information sufficient to assure compliance with this ARTICLE and with ARTICLE IV, COMPENSATION AND PAYMENT.
- f) That the SPONSOR shall maintain, in the amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT vehicle(s) throughout the lease term of this Agreement. Evidence of such insurance shall be provided to the DEPARTMENT prior to delivery of the PROJECT vehicle(s).
- g) During the period of contract lease Agreement, SPONSOR agrees to provide PROJECT vehicle(s) with liability insurance in an amount not less than \$1,000,000 per person and \$3,000,000 per accident. Evidence of such insurance shall be provided to the DEPARTMENT prior to delivery of the PROJECT vehicle(s).
- h) If at any time during the duration of the contract Lease Agreement, it is determined by the DEPARTMENT that said PROJECT vehicle(s) is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in Section (e) of this ARTICLE or the SPONSOR is not maintaining the required insurance as specified in Section (f) of this ARTICLE, then the DEPARTMENT at its discretion may cause this Agreement to be terminated.
- i) The SPONSOR shall not permit the use of the PROJECT vehicle(s) for partisan political purposes; and the PROJECT vehicle(s) should not be used for any purpose other than public transportation.
- j) The SPONSOR shall not alter, modify or remove from the PROJECT vehicle(s) any part, component, or accessory without written consent from the DEPARTMENT.
- k) The SPONSOR shall ensure that the PROJECT vehicle(s) shall only be operated by individual(s) who has satisfactorily completed a driver-training course or, in the alternative, has previous experience operating the same or a similar vehicle model in a safe and satisfactory manner. If at any time during the duration of the contract Lease Agreement, it is determined by the DEPARTMENT that said PROJECT vehicle(s) is not

- a) That the DEPARTMENT shall be responsible for assuring that PROJECT vehicle(s) is roadworthy at the time of delivery.
- b) That the SPONSOR shall use PROJECT vehicle(s) for the provisions of public transportation service in MURRAY County.
- c) That during the period of contract lease term, the SPONSOR shall maintain the PROJECT vehicle(s) at a level of cleanliness, safety, and mechanical soundness as approved by the DEPARTMENT. Representatives of the DEPARTMENT and the Federal Transit Administration ("FTA") shall have the right to conduct periodic inspections for the purpose of confirming that the proper level of cleanliness, safety, and mechanical soundness is maintained pursuant to this Article.
- d) The SPONSOR shall maintain PROJECT vehicle(s) in roadworthy condition during the term of this Agreement including provisions for routine maintenance and repairs.
  - 1) Prior to the delivery of the PROJECT vehicle(s) by the Department, the PROJECT vehicle(s) shall undergo a joint inspection by the DEPARTMENT and the SPONSOR utilizing the Section 5311 Vehicle Monitoring Form for the purpose of documenting overall condition of the vehicle with respect to wear and tear, cleanliness, damage, defects, and missing equipment. The SPONSOR and the DEPARTMENT shall thereafter sign the Section 5311 Vehicle Monitoring Form prior to the delivery of the PROJECT vehicle(s).
  - 2) The PROJECT vehicle(s) shall be delivered to the SPONSOR fully fueled and shall be returned to the DEPARTMENT fully fueled or a \$100.00 fee will be assessed against the SPONSOR.
  - 3) At the termination of the lease Agreement, the PROJECT vehicle(s) shall undergo a final inspection in the same manner as outlined in Section (d)(1) of this ARTICLE. Noted excessive wear and tear, damage, and missing equipment will be assessed by the DEPARTMENT and reimbursed by the SPONSOR. The vehicle(s) should be returned in a clean condition inside and out and the failure to do so will result in the assessment of a \$100.00 cleaning fee against the SPONSOR.

being operated by such a qualified operator, the DEPARTMENT may cause this Agreement to be terminated.

**ARTICLE II  
TERM OF AGREEMENT**

The provisions under this Agreement shall be for a period of three months commencing February 6, 2017 and shall terminate on or before May 5, 2017.

**ARTICLE III  
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

SPONSOR hereby agrees to indemnify and hold harmless DEPARTMENT and all of its successors and assigns, officers, agents, and employees ("Indemnitees") from and against any and all claims, suits, demands, lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including but not limited to attorneys' fees) of every kind and nature whatsoever due to liability to a third party or parties, for any loss due to bodily injury (including but not limited to death), personal injury (including but not limited to death), and property damage (including but not limited to inverse condemnation) (collectively, "Losses") caused by, arising out of, in connection with, or resulting from any act or omission of SPONSOR, its agents, employees, contractors, Subcontractors or others working at the direction of SPONSOR or on SPONSOR's behalf related to the operation, use and maintenance of the PROJECT vehicle(s). This indemnification applies where SPONSOR is partially responsible for the situation giving rise to the Losses, provided however, that this indemnification does not apply to the extent of the sole negligence of the Indemnitees.

If and to the extent such Losses as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

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**ARTICLE IV**  
**COMPENSATION AND PAYMENT**

For good and valuable consideration the DEPARTMENT shall be reimbursed **\$10 per mile** for utilization of PROJECT vehicle(s) as set forth in ARTICLE I hereof. During the term of this Agreement the SPONSOR shall submit monthly reimbursements to the DEPARTMENT for the amount of compensation due as set forth in this ARTICLE. If the Agreement is terminated pursuant to ARTICLE V, TERMINATION, the SPONSOR shall be responsible for reimbursing the DEPARTMENT for use of the PROJECT vehicle(s) up to and including the date of termination.

**ARTICLE V**  
**TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause upon seven (7) days written notice to the SPONSOR, and for no cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR.

**ARTICLE VI**  
**SUBSTANTIAL CHANGES**

No material changes in the scope, character, or duration from those required under this Agreement shall be allowed without written amendment to this Agreement.

**ARTICLE VII**  
**INTEREST OF THE DEPARTMENT**

The SPONSOR covenants that it presently has no interest, either direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The SPONSOR further agrees that no person having such interest shall be employed.

**ARTICLE VIII**  
**INDEPENDENT CONTRACTOR AND LABOR REQUIREMENTS**

No agency relationship is created by venture of this Agreement. The SPONSOR is an independent contractor to the DEPARTMENT.

**ARTICLE IX**  
**NOTICES**

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Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate Party; or facsimile transmission, immediately followed by a telephone call to confirm delivery to:

Georgia Department of Transportation  
600 W. Peachtree Street, NW  
Atlanta, Georgia 30308  
ATTN: Director of Operations

SPONSOR: Murray County Board of Commissioners  
P.O. Box 1129  
Chatsworth, GA 30705  
Attn: Betty Elrod

**ARTICLE X**  
**ADDITIONAL TERMS AND CONDITIONS**

- a) **ASSIGNMENT.** Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.
- b) **NON WAIVER.** No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- c) **TIME OF THE ESSENCE.** All time limits stated herein are of the essence of this Agreement.
- d) **PREAMBLE, RECITALS AND EXHIBITS.** The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- e) **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable

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in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

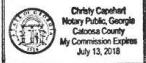
- f) **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
- g) **GEORGIA AGREEMENT.** This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- h) **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- i) **EXECUTION.** Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- j) **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
- k) **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of the parties has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both the parties and incorporated in and by reference made a part hereof.
- l) The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

{SIGNATURES ON NEXT PAGE}

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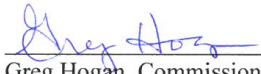
SPONSOR	GEORGIA DEPARTMENT OF TRANSPORTATION
BY: <u>Christy Capehart</u>	BY: _____
TITLE: <u>Seal Commissioner</u>	Commissioner
DATE: <u>02-07-17</u>	DATE: _____
SEAL:	ATTEST
	BY: _____
	Treasurer
	DATE: _____
<p>Sworn to and subscribed before me    this <u>7</u> day of <u>February</u>, <u>2017</u>,    in the presence of:</p> <p><u>Christy Capehart</u>    Notary Public    My Commission Expires: <u>July 13, 2018</u></p>	
	

Murray County  
Recreation Board

Georgia, Murray County

Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Junior England 121 N. 4 <sup>th</sup> Ave. Chatsworth, Ga. 30705	Jan. 1, 2012 – Dec. 31, 2016	May 7, 2013

  
\_\_\_\_\_  
Greg Hogan, Commissioner  
Murray County, Georgia

Attest:

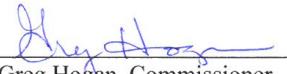
  
\_\_\_\_\_  
Tommy Parker, County Clerk  
Murray County Georgia

Murray County Industrial Development Authority

Georgia, Murray County

Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Sparky Roberts	Dec. 31, 2013 – Dec. 31, 2017	Feb. 7, 2017

  
Greg Hogan, Commissioner  
Murray County, Georgia

Attest:

  
Tommy Parker, County Clerk  
Murray County, Georgia

Murray County Land Use Planning Commission

Georgia, Murray County

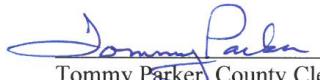
Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. David Wells	Aug. 6, 2015 – Aug. 5, 2019	Feb. 7, 2017

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Greg Hogan, Commissioner  
Murray County, Georgia

Attest:

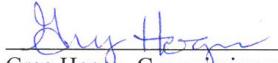
  
Tommy Parker, County Clerk  
Murray County Georgia

Murray County Land Use Planning Commission

Georgia, Murray County

Board Re Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Steve Anglea	Aug. 6, 2015 – Aug. 5, 2019	Feb. 7, 2017

  
Greg Hogan, Commissioner  
Murray County, Georgia

Attest:

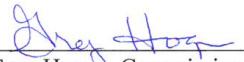
  
Tommy Parker, County Clerk  
Murray County Georgia

Murray County Land Use Planning Commission

Georgia, Murray County

Board Appointment

Mr. Terry Wilson	<u>Term</u> Aug. 5, 2016 – Aug. 4, 2020	<u>Date Appointed</u> Feb. 7, 2017
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Greg Hogan, Commissioner  
Murray County, Georgia

Attest:

  
Tommy Parker, County Clerk  
Murray County, Georgia

## 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:

• Miscellaneous Office Equipment: Computers Screens, Towers, Keyboards, Printers, Calculators, Typewriter, Desk, Filing Cabinets, and Fax Machines	
• Miscellaneous Office Chairs, Map Table, TV, and VCR	
• Roller Shelving	
• Ford Police Interceptor	2FAFP71W6XX240799
• International Tandem Dump	1HTGLAUT3SH634474
• Blow-Knox Spreader	Serial # 12004-21
• New Holland TS-90 Tractor	160832B
• New Holland TS-90 Tractor	161504B
• International 175C Loader	Serial # 2835
• Ford L8000 Water Truck	1FD2W82AXJVA54691
• East Dump Trailer	1E1D1C28-XVRG21600

  
\_\_\_\_\_  
Greg Hogan  
County Commissioner

Date 02-07-17 \_\_\_\_\_

  
\_\_\_\_\_  
Tommy Parker  
County Clerk