

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday March 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. Approval of the Murray County Land Use and Development Planning Commission meeting minutes
- B. Roundabout Consideration: to providing cost of energy to lighting for sites that may be selected
- C. Agreement: with the Ga. Public Defender Council to provide indigent defense to Murray County
- D. Resolution: to allow temporary housing in recreational vehicles
- E. Re-Appointments: Christi Sparks, Joe Harrison and Daphne Winkler to the Murray County Personnel Board
- F. Amendment: to Chapter 54, to add article V, Truck Routes – 1st Reading
- G. Proclamation: National Social Worker Month
- H. Agreement: Manatron, Inc. / Thompson Reuters to provide new software for the Tax Commissioner's office \$52,865, to be paid from 2013 SPLOST Funds

Adjourn
Commissioner Available for Questions or Comments

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday, March 7th, 2017 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 February, 2017 were approved.

Under new business the following items were addressed and approved.

A. Approval of the Murray County Land Use and Development Planning Commission meeting minutes. (Documents are stored in 2017Auxiliary 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.murraycountyga.org

March 7, 2017

Mr. Steve Anglea
113 Pine Street
Chatsworth, Georgia 30705

RE: Murray County Land Use Planning Commission Meeting

Dear Mr. Anglea:

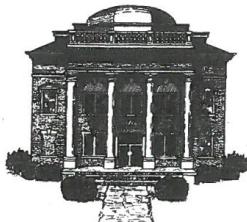
I have reviewed the actions of the Commission taken at the February 21, 2017 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

A handwritten signature in blue ink that reads "Greg Hogan".

Greg Hogan
County Commissioner

COPY



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

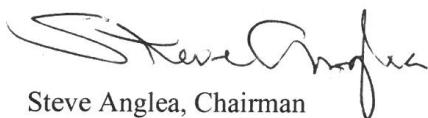
February 23, 2017

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

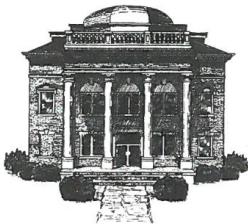
Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of February 21, 2017. Upon review, your approval/ and or comments would be greatly appreciated.

Respectfully,



Steve Anglea, Chairman



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 Planning Commission Meeting
February 21, 2017

The meeting was called to order at 7 pm by Chairman Steve Anglea. Other members present were David McDaniel, Terry Wilson, Edward Dunn, David Wells 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. Terry Wilson seconded the motion and the motion carried.

The second order of business was approval of the minutes of the December 15, 2016 meeting. Edward Dunn made the motion to approve the minutes as written. David Wells seconded the motion. The motion carried with a unanimous vote.

Under old business the long vacant seat on the board has been filled by David Wells, who was appointed by Commissioner Hogan on his February 2017 Commissioners meeting.

Having no other old business, the Chairman opened the first item of new business which was the Re-Classification of property from Suburban Residential to Agriculture. Located Plemons Rd, Land Lot 267 and District 10 of Murray County consisting of 13.36 acres and identified as Tax Parcel 0061-006, owned by Sarah L. Plemons.

Mr. Barnes the request was in order for granting. Mrs. Flores stated that all proper public notices had been made. Sarah Plemons was present and didn't address the counsel. Barbara Kuckhoff, a property neighbor was present and asked what were the restrictions for Agriculture. Mr. Barnes stated even though the property is not big enough for poultry houses, farm animals are allowed. There was no one else there in favor or against the proposal.

The chairman closed the public portion of the meeting for board discussion. David McDaniel made the motion to approve the request. Edward Dunn seconded the motion and the motion carried in favor of the request.

Having no other business, Edward Dunn made the motion to adjourn. Terry Wilson seconded the motion. The motion carried and the meeting adjourned at 7:07 P.M.

Respectfully submitted

Jazmin Flores, Planning Commission Secretary

B. Roundabout Consideration: To providing cost of energy to lighting for sites that may be selected. (Documents are stored in 2017 Auxiliary Files)

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

Georgia Department of Transportation
Office of Traffic Operations
600 West Peachtree Street, 25th Floor
Atlanta, Georgia 30308
ATTN: *Theo Igbalajobi, Project Manager*

Location

Murray County supports the consideration of lighting at the location specified below.

Description: SR 225 Bypass from CR 105/Imperial Blvd to SR 52/US 76

State/County Route Numbers: See above

Project: STP00-0151-01(005): Murray Co.; P.I. No. 631550

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost to energize the lighting system installed and to provide for the operation/maintenance thereof.

We agree to participate in a formal *Local Government Lighting Project Agreement* during the preliminary design phase. This indication of support is submitted and all the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This 7th day of March, 2017

Attest:



County Clerk

By: Dixie Hogan

Title: Commissioner

C. Agreement: with the GA Public Defender Council to provide indigent defense to Murray County. (Documents are stored in 2017 Auxiliary Files)



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2017, among the Georgia Public Defender Council (herein referred to as "GPDC"), the Circuit Public Defender Office of the Conasauga Judicial Circuit (herein referred to as "the Public Defender Office"), and the governing authorities of Whitfield and Murray Counties, bodies politic and subdivisions of the State of Georgia (herein referred to as "the Counties") and is effective January 1, 2017.

WITNESSETH:

WHEREAS, the Public Defender Office, the Counties, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulations, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

1

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.
Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by a qualified attorney in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the Counties agree to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Mgmt System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the Counties do not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the costs of funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. Attachment A is incorporated into this agreement by reference.

ARTICLE 4

ADMINISTRATION

Section 4.01 Administration. For administrative and accounting purposes the Public Defender Office shall be treated as a department of the Whitfield County government. As such, the Public Defender Office in Dalton shall be afforded access to the county's telephone and internet networks. Except as otherwise specified herein, all expenditures authorized by the Circuit Public Defender under the budget shall be made by Whitfield County. The Public Defender's Office shall utilize such forms, software and accounting procedures as Whitfield County shall specify unless the same are inconsistent with administrative procedures for the Public Defender's Office established by GPDC.

Section 4.02 Counties Pro Rata Share. Murray County will pay Whitfield County for Murray County's pro rata share of the expenditures for the Public Defender's Office. The pro rata share for Murray County shall be twenty-eight percent (28%) based on the 2010 U.S. Census population figures for Whitfield and Murray Counties.

ARTICLE 5

3

WHEREAS, the Counties are bodies politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or party interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

(1) The provision by the Public Defender Office of the statutorily required services to the Counties;

(2) The payment for additional personnel and services by the Counties;

(3) The provision by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;

(4) Salary supplements; and

(5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Conasauga Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender, an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges, an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

(1) Cases prosecuted in the Superior, Probate, and Magistrate Courts of Whitfield and Murray Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;

(2) Hearings in the Superior, Probate, and Magistrate Courts of Whitfield and Murray Counties on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Whitfield and Murray Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

2

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning January 1, 2017 and ending December 31, 2017.

Section 5.02 Maintenance of effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the Counties collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Conasauga Judicial Circuit:
Natalie Glaser
Circuit Public Defender
Post Office Box 548
Dalton, Georgia 30722-0548

Murray County:
Greg Hogan
County Commissioner for Murray County
Post Office Box 1129
Chatsworth, Georgia 30705-1129

Whitfield County:

4

Mark Gibson
Administrator for Whitfield County
Post Office Box 248
Dalton, Georgia 30722-0248

Georgia Public Defender Council:
Bryan Tyson, Director
104 Marietta Street, Suite 400
Atlanta, Georgia 30303

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) **Due to non-availability of funds.** In the event that any of the sources of supplementation for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) **For cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services. (a) **At the beginning of the agreement.** The Counties agree upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) **During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) **Statutory responsibility continuation.** The Public Defender Office and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2005, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Rollover of Funds. The Counties acknowledge that state agencies have a fiscal year from July 1 to June 30. The Counties agree to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 5.11 Time. Time is of the essence and there shall be four (4) originals prepared, one (1) for each party to this agreement.

		Public Defender and Assistant - State Funded					
Name	#	Salaries	PERC. of Salary	Retirement	Health Insurance	Unemployment	Total
Court Public Defender (County)	1	103,551.00	\$ 24.88% of Salary	24.88% of Salary	\$ 33,214.82	\$ 531 per Position	\$ 131,806.82
ATD- IV (Public)	1	61,144.00	\$ 49.22% of Salary	25.22% of Salary	13,000.00	\$ 31.00	\$ 101,495.00
ATD- II (County)	3	52,790.56	\$ 49.33% of Salary	13,171.80	17,000.00	\$ 31.00	\$ 87,844.56
ATD- I (County)	1	62,579.04	\$ 47.37% of Salary	15,556.02	20,785.00	\$ 31.00	\$ 103,730.06
TOTALS	4	262,929.64	\$ 21,066.53	\$ 70,200.37	\$ 93,860.50	\$ 124.00	\$ 466,180.51

		Public Defender Administrative - State Funded					
Name	#	Salaries	PERC. of Salary	Retirement	Health Insurance	Unemployment	Total
(Invoicer (Lawyer))	1	42,391.04	\$ 76.5% of Salary	24.88% of Salary	\$ 33,214.82	\$ 531 per Position	\$ 50,023.87
(Paralegal (Wife))	1	35,953.20	\$ 27.50% of Salary	8,939.17	11,941.57	\$ 31.00	\$ 59,832.88
Administrative Staff (County)	1	38,101.08	\$ 25.15% of Salary	9,477.56	12,657.88	\$ 31.00	\$ 63,184.64
TOTALS	3	116,002.32	\$ 8,897.13	\$ 26,086.94	\$ 38,526.65	\$ 93.00	\$ 182,628.88

		Public Defender and Assistant - County Funded					
Name	#	Salaries	PERC. of Salary	Retirement	Health Insurance	Unemployment	Total
Administrator - Staff (County)	1	20,100.00	\$ 24.88% of Salary	24.88% of Salary	\$ 33,214.82	\$ 531 per Position	\$ 53,315.82
TOTALS	1	20,100.00	\$ 3,015.00	\$ 20,100.00	\$ 33,214.82	\$ 531.00	\$ 66,644.82

CONASAUGA PUBLIC DEFENDER OFFICE
January 1, 2017 - December 31, 2017
ATTACHMENT A

TOTAL EXPENDITURES		State Funded	County Funded
Public Defender and Counselor	\$ -	\$ 100,380.15	\$ 100,380.15
PA/Administrator Fdg	\$ -	\$ 102,238.94	\$ 6,591.01
Other Court and Legal Expenses	\$ -	\$ 64,250.00	\$ 3,749.00
Other Expenses	\$ -	\$ -	\$ 26,000.00
Personnel Total	\$ -	\$ 66,178.30	\$ 36,344.77
Printing Total	\$ -	\$ 64,250.00	\$ 30,000.00
Bank Total	\$ 775,538.39	\$ 94,764.31	

BREAKDOWN OF COSTS

County Personnel Costs		County Funded
Attala	\$ 20,100.00	\$ 10,050.00
Blount	\$ 27,250.00	\$ 13,625.00
ETOTAL	\$ 1,070.00	\$ 5,175.00
TOTAL COUNTY EXPENDITURES		
Attala	\$ 20,100.00	\$ 10,050.00
Blount	\$ 27,250.00	\$ 13,625.00
ETOTAL	\$ 1,070.00	\$ 5,175.00

CONASAUGA PUBLIC DEFENDER OFFICE
January 1, 2017 - December 31, 2017
ATTACHMENT A

Operating Expenses (State Funded):		Per Month	Annual
Office Expenses	\$ -	\$ 56,250.00	\$ 675,000.00
Training	\$ -	\$ 3,000.00	\$ 36,000.00
ETOTAL	\$ -	\$ 20,250.00	\$ 2,430,000.00
Other		Per Month	Annual
Auto, Supplies	\$ 331.33	\$ 4,000.00	\$ 48,000.00
Janitorial Supplies	\$ 186.67	\$ 2,200.00	\$ 26,400.00
Supplies, Subscriptions, other	\$ 186.67	\$ 2,200.00	\$ 26,400.00
Small Equipment	\$ 41.67	\$ 500.00	\$ 6,000.00
Office, Court, Solid Waste, Pickup	\$ -	\$ -	\$ -
Equipment Rental	\$ 466.67	\$ 5,600.00	\$ 67,200.00
Communications	\$ 135.00	\$ 1,600.00	\$ 19,200.00
Travel	\$ 75.00	\$ 900.00	\$ 10,800.00
Food, concessions and supplies	\$ 18.67	\$ 2,200.00	\$ 26,400.00
Vehicle, Taxes	\$ 416.67	\$ 5,000.00	\$ 60,000.00
ETOTAL	\$ 2,166.67	\$ 26,000.00	
Banking, Professional Services		Per Month	Annual
Interest on outstanding balance	\$ -	\$ -	\$ -
Interest on held in escrow	\$ -	\$ -	\$ -
ETOTAL	\$ -	\$ -	\$ -

D. Resolution: to allow temporary housing in recreational vehicles. (Documents are stored in 2017 Auxiliary Files)

RESOLUTION 2017-001

STATE OF GEORGIA

COUNTY OF MURRAY

TO ALLOW TEMPORARY HOUSING IN RECREATIONAL VEHICLES

WHEREAS, the Georgia Constitution grants to the County Governing Authority the power to adopt clearly reasonable ordinances and resolutions, and,

WHEREAS, it has been determined by the governing authority that it is the best interest of Murray County to allow temporary housing in recreational vehicles, and,

WHEREAS, certain requirements are herein set out to insure the health, safety & welfare of the general public, and,

NOW, THEREFORE BE IT SO RESOLVED, that this temporary resolution, shall allow temporary housing in recreational vehicles, only for those individuals associated with the construction of The Williams Company Transco Natural Gas Pipeline project, otherwise known as The Dalton Expansion Project, and that the following restrictions and/or conditions shall apply:

1. All recreational vehicles to be located in Murray County shall have access to an existing approved sewage disposal system. Such existing systems are subject to inspection and approval by the Murray County Environmental Health Office. The number of recreational vehicles allowed on each approved site shall be determined by the Murray County Environmental Health Office. The use of self-contained sewage holding tanks is prohibited
2. All recreational vehicles shall be located only in existing, recognized Manufactured Home Parks currently classified as MHP (manufactured home park) under appendix "B", Zoning, of The Code of Murray County. The proposed property location shall be submitted to the Office of Building Inspections for review and approval prior to issuance of any permit.
3. Before locating in Murray County, all recreational vehicles, which will be used for temporary housing, shall obtain and display a Location Permit from the Office of Building Inspections, per the applicable M.O.G. (manual of guidelines).
4. No permanent structure shall be attached to any recreational vehicle used for temporary housing.
5. Tent Trailers, Tent Campers or Pop-Up campers are prohibited for use as Temporary Housing under the guidelines outlined in this Resolution.
6. The landlord or property owner shall be required to provide garbage service.

7. All recreational vehicles, permitted under this Resolution, shall be removed with-in 30 (thirty) calendar days upon completion of the aforementioned project or by December 31, 2017, whichever occurs first. The landlord or property owner will be responsible for removal of the recreational vehicles, and to implement eviction proceedings if required.
8. Recreational Vehicles, as defined by The Code of Murray County, shall not be located in other areas where prohibited by Zoning Regulations, Subdivision Regulations, individual Subdivision Covenants or other applicable ordinances.

This temporary resolution is not to be interpreted to propagate temporary residence in recreational vehicles, but to make available temporary housing under special circumstances. This resolution shall not apply to recreational vehicles not used for the intended purpose of this resolution or affect the normal use of recreational vehicles which are used for temporary housing in approved RV (Recreational Vehicle) Parks.

ENFORCEMENT

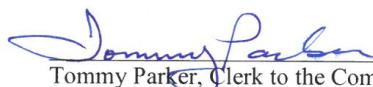
Enforcement shall be as outlined in Chapter 38, Division 6, Section 38-151 thru 153 of The Code of Murray County.

This the 7th day of March, 2017



Greg Hogan, Sole Commissioner

Attest:



Tommy Parker, Clerk to the Commissioner

E. Re-Appointments: Christi Sparks, Joe Harrison, and Daphne Winkler to the Murray County Personnel Board. (Documents are stored in 2017 Auxiliary Files)

Murray County
Personnel Board

Georgia, Murray County

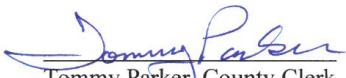
Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Ms. Christi Sparks	06/01/16 – 05/31/19	March 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



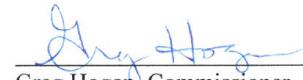
Tommy Parker, County Clerk
Murray County Georgia

Murray County
Personnel Board

Georgia, Murray County

Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Joe Harrison	06/01/16 – 05/31/19	March 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County Georgia

Murray County
Personnel Board

Georgia, Murray County

Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Ms. Daphne Winkler	06/01/17 – 05/31/20	March 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County Georgia

F. Amendment: to Chapter 54 to add article V, Truck Routes – 1st Reading (Documents are stored in 2017 Auxiliary Files)

**AMENDMENT
TO
THE CODE OF MURRAY COUNTY**

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 54, Roads, Add Article V, Truck Routes, and shall read as follows:

Article V. TRUCK ROUTES

Sec. 54-250. General Provisions.

(a) Purpose and Intent.

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of heavy truck traffic to the Murray County Road System.

(b) Applicability.

This article shall cover any person who uses the county road system for the purpose of delivery or transport of goods, articles or wares, all heavily laden trucks or delivery vehicles.

Sec. 54-251. Definitions.

“Commissioner” shall mean the Sole Commissioner of Murray County.

“County” shall mean the County of Murray, a political subdivision of the State of Georgia.

“County Road System” shall mean all roads, streets and roadways owned by the county and operated and maintained for the travel and convenience of the public. This definition shall include all bridges, culverts, ditches, drainage structures, rights-of-way, sidewalks, and appurtenances and improvements to the county roads.

"Large truck" means a commercial motor vehicle designed, used, or maintained primarily for the transportation of property and having a gross vehicular weight in excess of 36,000 pounds, including the load thereon, or having an overall length in excess of 30 feet, or having in excess of three axles, except recreational vehicles, buses used in transportation of chartered parties, and government owned vehicles.

"Person" means and shall extend and be applied to natural persons, as well as to firms, partnerships, associations, organizations, corporations and bodies politic, or any combination

thereof, including but not limited to any owners, operators, lessees, or drivers of a large truck that is operated in violation of this section.

"Public Works Director" shall mean the public works director of the county as named and employed by the commissioner, or such person as may be designated by the commissioner to enforce the provisions of this article.

"Residence District" means the territory contiguous to and including a road when the property on such road for a distance of three hundred (300) feet or more is in the main improved with residences or residences and buildings in use for business; includes "residential district."

"Residential Streets" means those streets in a residence district.

"Residential Subdivision" means an area with streets designed primarily for residential and accessory traffic that are primarily interior subdivision streets, specifically including but not limited to all residential areas platted and regulated by the Murray County Subdivision Regulations.

"Road" means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel; includes the terms "street" and "highway."

"Unimproved Road System" means those roads in the county road system which are not paved.

Sec. 54-252. Route of travel, through trucks.

For the purpose of delivery or transport of goods, articles or wares, all heavily laden trucks or delivery vehicles shall proceed over state or federal routes or designated truck routes for delivery or transport of such goods, articles or wares, except as provided herein.

(a) All commercial truck or delivery vehicles having more than six (6) wheels, including the load thereon, or having an over-all length in excess of thirty (30) feet, except vehicles designated to carry passengers, are prohibited from using or parking on any street or road within the unincorporated county, which is so posted, or on any residential street in the county road system, except those authorized and designated as truck routes by ordinance, except when the terminal, parking lot, repair garage or headquarters, or place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places shall be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, or place of pickup or delivery and nearest designated truck route as determined by taking into account the ultimate destination of the truck. In traveling to and from the designated truck route, no truck shall use a road which has been designated and posted as "No Through Trucks" unless said truck has a pickup or a delivery on said road.

(b) It shall be unlawful and a violation of this chapter for the operator of any vehicle which has more than six (6) wheels to operate such vehicle on any road or street in the county road system unless such vehicle is making a pickup or delivery on such road or street.

(c) Overnight stay. No large truck or tractor-trailer shall enter, travel or park on a street in a residential subdivision or park on a right-of-way in Murray County for the purpose of an overnight stay by the driver or operator.

(d) Prohibition on travel in residential subdivisions. No large truck shall enter, travel or park on a street in a residential subdivision in Murray County, except for the purpose of delivering goods to houses or points within such residential subdivision for short periods of time during daylight hours. Operators or owner/operators residing in subdivisions prior to the enactment of this section are exempt from this subsection of the section until such time that they voluntarily cease operations

Sec. 54-253. Travel on unimproved roads prohibited under certain conditions.

Delivery or transport vehicles shall not proceed over any part of the county's unimproved road system during periods of rain or inclement weather when clearly said travel causes excessive damage and maintenance to the road system such that road conditions for the passage of smaller and lighter passenger vehicles has been substantially hampered.

Sec. 54-254 Limited load streets, bridges and culverts.

It shall be unlawful to operate any vehicle on any on any street in the county where the weight of such vehicle, with or without loads, is in excess of the weight as limited by ordinance and where signs indicating such limitations are posted. Further, it shall be unlawful to drive any vehicle over a bridge or culvert in the county over the weight capacity shown on said bridge and/or culvert.

Sec. 54-255 Exceptions.

- (a) Hauling forest products from the forest where cut to the owner's place of business, plant, plantation or residence within Murray County or to an adjoining county.
- (b) Hauling farm animals, materials, equipment and machinery, supplies, or farm products from a farm to a processing plant, business or farm in Murray County or an adjoining county.
- (c) Vehicles and equipment of Murray County or the State of Georgia or under contract with either for the construction, repair and maintenance of roads and bridges in Murray County.
- (d) Personal vehicles and/or attached trailers used for non-commercial or personal use.

Secs. 54-256 thru 54-299. Reserved.

FIRST READING, this the 7th day of March, 2017

SO ORDAINED AND EFFECTIVE, this the _____ day of _____, 2017

By: _____,
Greg Hogan, Sole Commissioner

Attest: _____,
Tommy Parker, Clerk

G. Proclamation: National Social Worker Month (Documents are stored in 2017 Auxiliary Files)



WHEREAS, the primary mission of the Social Work profession is to enhance well-being and help meet the basic needs of all people, especially the most vulnerable in society;

WHEREAS, Social Workers embody this year's Social Work Month Theme, "Social Workers Stand Up!," by serving, advocating for, and empowering millions of Americans each day;

WHEREAS, Social Workers embody the theme of this year's World Social Work Day on March 21, 2017, "Promoting Community and Environmental Sustainability," by working with individuals, organizations and local and federal government to improve communities and protect the environment;

WHEREAS, Social Work is one of the fastest growing careers in the United States, with almost 650,000 members of the profession;

WHEREAS, Social Workers work in all areas of our society to improve happiness, health and prosperity, including in government, schools, universities, social service agencies, communities, the military and mental health and health care facilities;

WHEREAS, Social Workers have pushed for decades to ensure equal rights for all, including women, African Americans, Latinos, people who are disabled, people who are LGBTQ and various ethnic, cultural and religious groups;

WHEREAS, Social Workers have been behind and continue to advocate for legislation and policies that reduce racial discord, including renewal of the Voting Rights Act, The Violence Against Women's Act, The Civil Rights Act, the Affordable Care Act, Medicaid, unemployment insurance, workplace safety and Social Security benefits;

WHEREAS, Social Workers are the largest group of mental health care providers in the United States, and work daily to help people overcome substance use disorders and mental illnesses such as depression and anxiety;

WHEREAS, Social Workers deploy across the United States and the world, helping people overcome earthquakes, floods, wars, and other disasters and return to peace and prosperity;

NOW THEREFORE, in recognition of the numerous contributions made by America's Social Workers, The Murray County Sole Commissioner, proclaim the month of March 2017 as National Social Work Month and call upon all citizens to join with the National Association of Social Workers and Dalton State College Department of Social Work in celebration and support of the Social Work Profession.

This the 7, day of March, 2017

Greg Hogan,
Murray County Sole Commissioner

Maintenance and Support Services (collectively referred to as "Support Services") SCHEDULE FOR MURRAY COUNTY, GEORGIA.
Schedule No. GA2017.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. GA2017.001 between TRTA Gov and the undersigned Customer (the "Agreement").

Software Support Services			
Software Product	Model Number	Annual Price	Notes
VCS Tax Software	VCS-TAX-S	\$ 15,070.00	
Bar Coding Module	VCS-BARCODE-S		
Total Annual Software Maintenance & Support Services Fees - Year #2:		\$ 15,070.00	

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY TRTA GOV. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence upon the date of Go-Live and shall continue for an initial term of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any reason the Customer agrees to remunerate TRTA Gov for the services provided. Customer shall pay all annual support fees in arrears, in addition to the then-current

Date: February 27, 2017 - TM.

PROFESSIONAL SERVICES SCHEDULE FOR MURRAY COUNTY, GEORGIA
Schedule No. GA2017.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. GA2017.001 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES					
General Description of Services	Model Number	Quantity	Unit Price	One-Time Fees	Annual Fees
Software Installation	INSAPP	1	\$ 4,000.00	\$ 4,000.00	-
Configuration/Preparation/Support	PRE	1	\$ 8,000.00	\$ 8,000.00	-
Conversion	CONV	1	\$ 8,000.00	\$ 8,000.00	-
Year #1 Warranty	WARRANTY	1	\$ 14,490.00	\$ 14,490.00	\$ 14,490.00
Total Professional Services Fees:				\$ 34,490.00	N/A

CONVERSION: The data to be converted will be provided by Customer in the TRTA Gov standard VCS import format in a mutually agreed-upon media and on a mutually agreed-upon schedule. This data will be loaded into a SQL database based on application requirements. TRTA Gov standard import processes will then be used to convert the data from the import format provided by Customer into VCS production tables. Customer will be provided appropriate delivery and sign-off documentation upon the successful completion of the data conversion effort.

CONSULTATION/TRAINING SERVICES				
Description	Model Number	Quantity	Total Price	Comments
VCS Tax Software Training - 3-Days of Training	TRNG	1	\$ 4,000.00	
Total Consultation/Training Services Fees:			\$ 4,000.00	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services.

ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: TRTA Gov shall provide Professional and Consultation Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days, requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of reviewing the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and

Date: February 27, 2017 - TM.

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SUMMARY SCHEDULE FOR MURRAY COUNTY, GEORGIA
Schedule No. GA2017.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. GA2017.001 between TRTA Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ 14,375.00
PROFESSIONAL SERVICES	\$ 38,490.00
Total One-Time Fees - Plus Freight:	\$ 52,865.00

Payment Terms for One-Time Fees: TRTA Gov will invoice the One-Time Fees upon Go-Live. This invoice will be due within 30 days of receipt. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional/Consultation/Training Services. Actual expenses will be billed as incurred.

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Under Customer provides TRTA Gov with proof of exemption therefrom. Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services provided by TRTA Gov. Customer shall be responsible for any taxes levied by any tax authority based upon this Agreement. It shall be the responsibility of Customer to pay any tax. Customer shall become subject to tax at any time following the execution of this Agreement. TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES	
Description	Annual Price
SOFTWARE MAINTENANCE & SUPPORT SERVICES - Year #2	\$ 15,070.00
Total Ongoing Fees:	\$ 15,070.00

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement. All invoices are due within 30 days of receipt.

Date: February 27, 2017 - TM.

DELIVERABLE ACCEPTANCE STATEMENT FOR MURRAY COUNTY, GEORGIA

Deliverable Acceptance Statement ("DAS") for Schedules GA2017.001.01

PURPOSE: The purpose of this DAS is for Customer to sign off on the outputs specified below and to accept billing.

OUTPUTS:

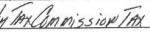
The software is live on Customer's system.

TRTA Gov has provided the services specified in the Schedules.

GO-LIVE DATE: _____

RESPONSE PERIOD: The Customer response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

SIGNATURES: We, the undersigned, agree that the above items are complete, and that under the conditions of the Schedules and Master Agreement, Customer will be billed for the One-Time Fees and the first-year Ongoing Fees upon signing this DAS. It is agreed that this project is complete.

TRTA Gov	Customer
Signature:	
Printed Name:	Printed Name: 
Title:	Title: 
Date:	Date:

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December 14, 2016

**Murray County, GA Tax Commission
Budgetary Estimate for VCS Tax**

VCS Tax Software License Fee: \$14,375

- Tax Billing
- Tax Collection Cashiering
- Business Revenue
- FIF/A/Levy Management
- Tax Sale
- Bankruptcy Case Management
- Special Assessment

Professional Service Fees: \$24,000

Implementation:

- Installation
- Conversion
- Training
- Configuration/project management

Total One-Time Fees: \$38,375

Annual Maintenance Fees: \$14,490

Notes:

1. Thomson Reuters software license is a site license with unlimited users
2. Travel and Expenses not included
3. Database software not included
4. Hardware not included

ADJOURNMENT:

Executed this 7th day of March, 2017

ATTEST:

Tommy Parker, County Clerk

Greg Hogan, Commissioner

In Attendance: Greg Hogan, Tommy Parker, Lewis Flood, Mack Belue, Donna Flood, Jessica Carroll, Darren Weeks, Tamara Shoemaker, Elizabeth Milan, Veronica Raymunds, Randy Peden, David Stone, Donald Young, Kelsey Dotson, Natalie Glaser, Anthony Noles, Billy Childers, Frank Adams, Lorri Harrison, Edward Dunn, Dennis Wells, Mile LaChapelle