

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday March 6, 2018 at 9:00 a.m. in the Murray County Annex. The public is invited and encouraged to attend.

TENATIVE 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. Amendment: Murray County Code, Chapter 54, Article III, Section 54-60, prohibited encroachment to county rights-of-way - 1st Reading
 - C. Resolution: to eliminate the position of Elected County Surveyor
 - D. Agreement: for 2018, Public Defender services
 - E. Agreement: Optilink, Dalton Utilities to provide phone and broadband service
 - F. Disposal of surplus inventory

Adjourn

Commissioner Available for Questions or Comments



MURRAY COUNTY COMMISSIONER'S OFFICE

P.O. BOX 1129/121 NORTH 4TH AVE., CHATSWORTH, GA 30705
TELEPHONE 706-695-2413 FAX 706-695-8721

February 27, 2018

Mr. David McDaniel

113 Pine St.

Chatsworth, GA 30705

RE: Murray County Land Use Planning Commission Meeting of February 20, 2018.

Dear Mr. McDaniel,

I have reviewed the actions of the Commission taken at the February 20, 2018 meeting. I support the Commission's actions as being in the best interest of Murray County.

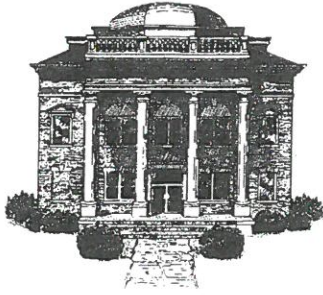
Sincerely,

A handwritten signature in black ink, appearing to read "Greg Hogan", written in a cursive style.

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 26, 2018

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

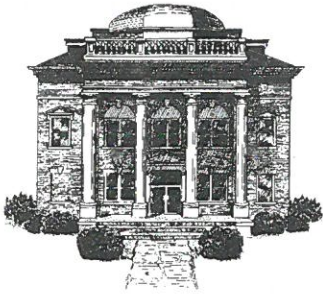
Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of February 20, 2018. Upon review, your approval/ and or comments would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, reading "David McDaniel". The signature is written in a cursive, flowing style with a large initial "D" and "M".

David McDaniel, Chairman



MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
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dbarnes@murraycountyga.gov

Minutes Murray County Land Use Planning Commission Meeting January 25, 2018

The meeting was called to order at 7 pm by Chairman David McDaniel. Other members present were David Wells, Heath Harrison, Dick Barnes, Land Use Administrator for Murray County and Jazmin Flores, Planning Commission Secretary.

The first order of business on the agenda was approval of the agenda. Item 2 was dropped from the agenda. Heath Harrison made the motion to approve the amended agenda. Terry Wilson seconded the motion and the motion carried.

The second order of business was approval of the minutes of the January 25, 2017 meeting. David Wells made the motion to approve the minutes as written. Heath Harrison seconded the motion. The motion carried with a unanimous vote.

The Chairman opened the first item of new business which was the Re-Classification of property from Suburban Residential to Rural Residential on 655 Davis Rd, Land Lot 52 and District 8 of Murray County consisting of .73 acres identified as Tax Parcel 0070-047, owned by Claudine Parker.

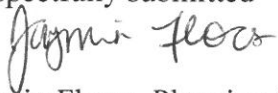
Mr. Barnes stated that the small lot had a house at some point but burnt and want to replace it with a manufactured home and recommends approval. Mrs. Flores stated that all proper public notices had been made. Mrs. Claudine Parker was present and stated it would be a small manufactured home. There was no one else there in favor or against the proposal. The Chairman closed the public portion of the meeting for board discussion. The manufactured home would have to meet minimum county standards of 864 sq. ft. for that zone. David Wells made the motion to approve the request. Heath Harrison seconded the motion and the motion carried in favor of the request.

The Chairman opened the second item of new business which was the Re-Classification of property from Suburban Residential to Rural Residential on 5876 Hwy 225 South, Land Lot 101 and District 8 of Murray County consisting of .50 acres identified as Tax Parcel 0035-050, owned by James Woodrum.

Mr. Barnes stated that this tract has a manufactured home on it. Adjoining property is Rural Residential. He also stated that rezoning the property will make it conforming with what's currently there. Mrs. Flores stated that all proper public notices had been made. Mr. James Woodrum was present and stated it would be a small manufactured home. There was no one else there in favor or against the proposal. The Chairman closed the public portion of the meeting for board discussion. Heath Harrison made the motion to approve the request. David Wells seconded the motion and the motion carried in favor of the request.

Having no other business, David Wells made the motion to adjourn. Heath Harrison seconded the motion. The motion carried, and the meeting adjourned at 7:13 P.M.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Jazmin Flores". The signature is written in a cursive, flowing style.

Jazmin Flores, Planning Commission Secretary

**AMENDMENT
TO
THE CODE OF MURRAY COUNTY**

STATE OF GEORGIA

COUNTY OF MURRAY

WHEREAS, the Commissioner of Murray County adopted the Murray County Land Use District Ordinance on or about August 5, 2003; and

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

WHEREAS, it is the desire of the Murray County Commissioner to promote the goals and objectives, and policies of the *Murray County, Chatsworth and Eton Joint Comprehensive Plan 1994-2015*; 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, Article III, amend Section 54-60, Prohibited Encroachments, and add Section 54-61, Exemptions, to read as follows:

Sec. 54-60. Prohibited Encroachments.

- (a) County R/W must not be used for parking or storage of any vehicle, except for temporary parking of disabled vehicles on the shoulder of the roads.
- (b) No materials can be stored or placed upon county R/W unless authorized by the public works department.
- (c) Storm-water from property adjacent to the R/W may not be diverted into the highway drainage system. Commercial wastewater will not be allowed on county R/W.
- (d) No walls, fences, large rocks, monuments, structures, trees or other plant life can be placed on or removed from county R/W without a special encroachment permit.
- (e) Placement of unauthorized signage of any type or size. The following is a non-exhaustive list of examples of prohibited types of signage:

- 1. Political
- 2. Advertising
- 3. Yard Sale
- 4. Directional
- 5. Real Estate
- 6. Informational

Sec. 54-61. Exemptions.

Exemptions include official County, State or Federal required traffic, directional or informational signage, electrical traffic control devices, barricades, or other types of encroachments deemed necessary by the County Governing Authority.

Secs. 54-62—54-175. Reserved.

SO ORDAINED AND EFFECTIVE, this the 3rd day of April, 2018

FIRST READING, this the 6th day of March, 2018

SECOND READING, this the 3rd day of April, 2018

By: _____
Greg E. Hogan, Sole Commissioner

Attest: Tommy Parker
Tommy Parker, Clerk

**RESOLUTION OF THE COMMISSIONER OF
MURRAY COUNTY REQUESTING THE INTRODUCTION
OF LOCAL LEGISLATION TO ABOLISH THE OFFICE OF
ELECTED COUNTY SURVEYOR DUE TO THE VACANCY OF POSITION,
NO CANDIDATES FOR POSITION AND FOR OTHER PURPOSES**

WHEREAS, the Commissioner of Murray County has determined that it is in the best interest of the citizens of Murray County to abolish the office of elected Murray County Surveyor; and

WHEREAS, the position of elected county surveyor has been vacant since January 1, 2017, and no candidates have qualified for the position;

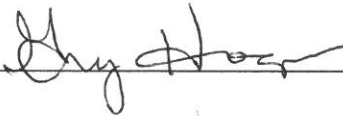
NOW, THEREFORE, BE IT RESOLVED by the Commissioner of Murray County, and it is hereby resolved by authority of the same, that the governing authority of Murray County hereby formally request Senator Chuck Payne and/or Representatives Jason Ridley, and/or Rick Jasperse, and/or John Meadows to introduce and support local legislation before the Georgia General Assembly during the 2018 Session that would abolish within Murray County the office of elected county surveyor, and become law thereafter.

BE IT FURTHER RESOLVED that the local legislative delegation is requested to forward a copy of the proposed local legislation after it is drafted in accord with the drafting requirements of the Office of Legislative Counsel to the County Manager for final review and approval prior to its introduction in the Georgia General Assembly.

BE IT FURTHER RESOLVED that all Resolutions or parts of Resolutions in conflict herewith are hereby rescinded.

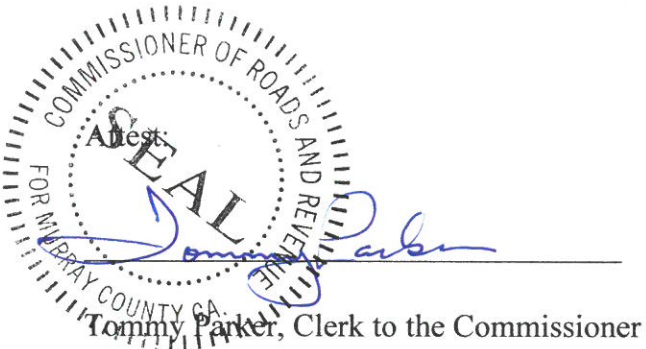

BE IT FURTHER RESOLVED that this Resolution shall become effective upon the date of its adoption by Murray County.

APPROVED AND ADOPTED in public meeting, this March 6, 2018.

By: 

Greg Hogan

Commissioner of Murray County


Attest:

Tommy Parker, Clerk to the Commissioner



THIS AGREEMENT is entered into this _____ day of _____, 2018, 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, 2018.

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, regulation, 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

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(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. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. 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 Merit 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 county 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.

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 private 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

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ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning January 1, 2018 and ending December 31, 2018.

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:

Brittany Pittman
County Commissioner for Murray County
Post Office Box 1129
Chatsworth, Georgia 30705-1129

Whitfield County:
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 reimbursement 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 agreement 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.

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(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 2003, 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.

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IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Murray County

BY: 
Signature

Title

ATTEST:

Whitfield County

BY: _____

Signature

Title

ATTEST:

Circuit Public Defender

BY: _____

Signature

Circuit Public Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____

Signature

Director

Conasauga Circuit Public Defender Office
January 1, 2018 - December 31, 2018

Public Defender and Associates - State Funded									
Name	#	Salaries	EMCA	Health Insurance	Retirement	Unemployment	Compassionate	Total	
Chief Public Defender (Gibson)	1	\$105,520.00	\$8,072.24	\$20,180.87	\$35,040.42	\$31.00	\$174,791.07		
APD (Smith)	1	\$45,000.00	\$3,600.00	\$8,760.00	\$15,000.00	\$13.00	\$72,373.00		
APD (Carr)	1	\$9,586.96	\$766.96	\$1,856.11	\$3,218.41	\$31.00	\$14,660.46		
APD (Carr)	1	\$9,586.96	\$766.96	\$1,856.11	\$3,218.41	\$31.00	\$14,660.46		
Administrative Staff (Carr)	4	\$48,081.92	\$3,766.74	\$8,880.12	\$15,563.29	\$13.00	\$66,305.17		
TOTALS:		\$275,735.84	\$21,072.88	\$40,803.22	\$62,839.63	\$124.00	\$486,720.12		

Public Defender Administrative - State Funded									
Name	#	Salaries	EMCA	Health Insurance	Retirement	Unemployment	Compassionate	Total	
Investigator (Carr)	1	\$43,506.24	\$3,480.50	\$8,161.52	\$14,450.16	\$13.00	\$69,551.42		
Paralegal (Waters)	1	\$38,872.32	\$3,109.78	\$7,463.87	\$12,911.05	\$13.00	\$62,369.03		
Administrative Staff (Carr)	1	\$12,259.68	\$976.77	\$2,304.41	\$4,072.27	\$3.00	\$20,616.13		
TOTALS:		\$94,638.24	\$7,567.05	\$17,929.80	\$31,433.48	\$29.00	\$142,567.55		

Public Defender and Associates - County Funded									
Name	#	Salaries	EMCA	Health Insurance	Retirement	Unemployment	Compassionate	Total	
Chief Public Defender (Gibson)	1	\$105,520.00	\$8,072.24	\$20,180.87	\$35,040.42	\$31.00	\$174,791.07		
APD (Smith)	1	\$45,000.00	\$3,600.00	\$8,760.00	\$15,000.00	\$13.00	\$72,373.00		
APD (Carr)	1	\$9,586.96	\$766.96	\$1,856.11	\$3,218.41	\$31.00	\$14,660.46		
APD (Carr)	1	\$9,586.96	\$766.96	\$1,856.11	\$3,218.41	\$31.00	\$14,660.46		
Administrative Staff (Carr)	4	\$48,081.92	\$3,766.74	\$8,880.12	\$15,563.29	\$13.00	\$66,305.17		
TOTALS:		\$275,735.84	\$21,072.88	\$40,803.22	\$62,839.63	\$124.00	\$486,720.12		

Public Defender Administrative - County Funded									
Name	#	Salaries	EMCA	Health Insurance	Retirement	Unemployment	Compassionate	Total	
Investigator (Carr)	1	\$43,506.24	\$3,480.50	\$8,161.52	\$14,450.16	\$13.00	\$69,551.42		
Paralegal (Waters)	1	\$38,872.32	\$3,109.78	\$7,463.87	\$12,911.05	\$13.00	\$62,369.03		
Administrative Staff (Carr)	1	\$12,259.68	\$976.77	\$2,304.41	\$4,072.27	\$3.00	\$20,616.13		
TOTALS:		\$94,638.24	\$7,567.05	\$17,929.80	\$31,433.48	\$29.00	\$142,567.55		

Operating Expenses (State Funded)			
		Per Month	Annual
Conflict Expenses	*	\$	\$
State Travel	*	\$	\$
Training Fees	*	\$	\$
TOTAL:	*	\$	\$

Other			
		Per Month	Annual
Office Supplies	*	\$	\$
Operational Supplies	*	\$	\$
Subscriptions - Newspapers & Books	*	\$	\$
Expert Witness Fees	*	\$	\$
Other Costs - Shredding	*	\$	\$
Equipment Rental	*	\$	\$
Communications	*	\$	\$
Postage	*	\$	\$
Travel - Conventions and Seminars	*	\$	\$
Professional Dues	*	\$	\$
TOTAL:	*	\$	\$

Building Expenses			
		Per Month	Annual
Whitfield Office - Utilities	*	\$	\$
Chattanooga - Rent	*	\$	\$
Chattanooga - Utilities	*	\$	\$
TOTAL:	*	\$	\$

Allocations			
		Per Month	Annual
POC	*	\$	\$
IMC	*	\$	\$
TOTAL:	*	\$	\$

TOTAL EXPENDITURES			
		Per Month	Annual
Public Defender and Associates	*	\$	\$
Public Defender Administration	*	\$	\$
Public Defender Expenses	*	\$	\$
Other State Paid Expenses	*	\$	\$
Operating Expenses	*	\$	\$
Building Expenses	*	\$	\$
PERSONNEL TOTAL:	*	\$	\$
OPERATING TOTAL:	*	\$	\$
BUILDING TOTAL:	*	\$	\$
GRAND TOTAL:	*	\$	\$

BREAKDOWN OF COSTS			
County	%	Monthly	Annual
Murray	20%	\$	\$
Whitfield	72%	\$	\$
TOTAL:	100%	\$	\$

County Operating Costs			
County	%	Monthly	Annual
Murray	20%	\$	\$
Whitfield	72%	\$	\$
TOTAL:	100%	\$	\$

County Building Costs			
County	%	Monthly	Annual
Murray	0%	\$	\$
Whitfield	100%	\$	\$
TOTAL:	100%	\$	\$

TOTAL COUNTY EXPENDITURES			
County	%	Monthly	Annual
Murray	20%	\$	\$
Whitfield	72%	\$	\$
TOTAL:	100%	\$	\$

Conasauga Judicial Circuit
ATTACHMENT A – Personnel Expenditures
Whitfield County
January 1, 2018 – December 31, 2018

The County agrees to pay the Public Defender Office \$0.00 in 12 monthly installments of \$0.00. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on December 15, 2017. Invoices will be sent to the following address:

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for a county funded administrative assistant.

Quote From:
Dalton Utilities
 Attn: Sven Jaekel
 1200 V.D. Parrot Jr. Parkway
 Dalton, GA 30721
 706.529.1125 office
 706.529.0735 fax



7-Mar-18

OptiLink Service Quote Murray County Gov't

Qty	Part No.	Recurring Product/Service Description	Monthly Price	Extended Price
1	Optilink Service	Murray County Senior Center	\$116.00	\$116.00
1	Optilink Service	Murray County Coroners Office	\$85.00	\$85.00
1	Optilink Service	Murray County 911	\$1,420.00	\$1,420.00
1	Optilink Service	Murray County Fire Station 1	\$185.00	\$185.00
1	Optilink Service	Murray County EMA	\$60.00	\$60.00
1	Optilink Service	Murray Public Buildings	\$115.00	\$115.00
1	Optilink Service	Murray County Training	\$118.00	\$118.00
1	Optilink Service	Murray County Bldg Inspector	\$150.00	\$150.00
1	Optilink Service	Murray County Courthouse	\$1,230.00	\$1,230.00
1	Optilink Service	Murray Co Sherriffs Office	\$1,060.00	\$1,060.00
1	Optilink Service	Murray County Probate	\$800.00	\$800.00
1	Optilink Service	Murray County Juvenile	\$118.00	\$118.00
1	Optilink Service	Murray County District Attorney	\$255.00	\$255.00
1	Optilink Service	Murray Transportation	\$57.00	\$57.00
1	Optilink Service	Murray Offices	\$9,500.00	\$9,500.00

***Optilink pricing could be subject to change. Current pricing is based upon information given to Optilink via Chatsworth County Gov't and Windstream bill

**3 Yr Term with firm pricing w/ option of a 2 Yr renewel

Qty	Part No.	Non Recurring Product/Service Description	Unit Price	Extended Price
0	Install	Installation charge (WAIVED)	\$500.00	\$0.00
0	# Porting	Porting charge (to keep existing numbers)	\$24.00	\$0.00
Total Nonrecurring Charges***				\$0.00

Authorized Signature: _____
 Murray County Commissioner

Date of Acceptance: _____

Authorized Signature: _____
 County Clerk

Date of Acceptance: _____

Site	Address	Phone #	Number of Handsets	Optilink Updated Pricing	Windstream	Corrected # of handsets	Corrected Faxlines
Murray County Senior Center	820 G.I Maddox Pkwy	706-695-2713	4	\$116.00	\$160.00	3	
Murray County Coroners Office	810 G.I Maddox Pkwy	706-695-7484	1	\$85.00	\$95.00	1	
Murray County 911	810 G.I Maddox Pkwy	706-695-5369	6 dedicated lines	\$1,420.00	\$2,100.00	6	1
Murray County Fire Station 1	810 G.I Maddox Pkwy	706-695-2088	2	\$185.00	\$115.00	6	1
Murray County Ema		706-695-5444	1	\$60.00	\$37.00	2	
Murray Public Buildings	217 1/2 Forth	706-695-1126	1	\$115.00	\$105.00	2	
Murray County Training	663 HWY 52	706-517-5822	4	\$118.00	\$260.00	4	
Murray County Bldg Inspector	121 N 4th Ave	706-695-1337	8	\$150.00	\$100.00	8	1
Murray County Courthouse	121 N 4th Ave	706-695-2932	13	\$1,230.00	\$1,450.00	13	2
Murray Co Sheriff's Office	810 G.I Maddox Pkwy	706-695-4592	39	\$1,060.00	\$2,020.00	38	1
Murray County Magistrate	810 G.I Maddox Pkwy	706-695-3021	6			7	1
Murray Couty Probate	115 Fort St	706-695-3812	6	\$800.00	\$1,100.00	5	1
Murray County Juvenile	121 N 4th Ave	706-695-5828	3	\$118.00	\$80.00	3	1
Murray County District Attorney	121 N 4th Ave	706-695-4811	3	\$255.00	\$305.00	5	1
Murray Transportation	820 G.I Maddox Pkwy	706-695-5161	1	\$57.00	\$66.00	1	1
Murray Transportation	820 G.I Maddox Pkwy	706-517-8891	fax				
Murray County Comm. Office	121 N 4th Ave	706-695-2413	8			6	1
Murray County Elections	121 N 4th Ave	706-695-1983	3			3	
Murray County Tax Assessor	122 N 4th Ave	706-695-2521	8			8	
Murray County DA Domestic Violence	123 N 4th Ave	706-517-8523	3			4	
Murray County Tax Comm.	124 N 4th Ave	706-695-3423	9			9	1
Murray County Public Defender	125 N 4th Ave	706-571-8547	3	\$9,500.00	\$17,000.00	3	1
				\$15,269.00	\$24,993.00		
Totals			132			137	14

Pricing guaranteed by Optilink for three (3) years from the date of approval


 Greg Hogan
 Murray County Commissioner

March 6, 2018
 Date


 Tommy Parker
 County Clerk

Murray County Government Disposal of Surplus Inventory

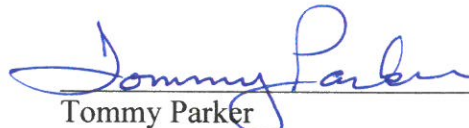
The following items of county property have been determined to be unserviceable and/or no longer cost effective for the county to operate or maintain. As a result these items have been declared surplus inventory by the Murray County Commissioner. Therefore, the Commissioner has directed the county's 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:

- Compactor Boxes



Greg Hogan
County Commissioner



Tommy Parker
County Clerk

Date 3/6/2018

ATTENDANCE:

COMMISSIONER MEETING DATED:

Tues. 03-06-18

[illegible][illegible]