

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday April 3, 2018 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. Amendment: Murray County Code, Chapter 54, Article III, Section 54-60, prohibited encroachment to county rights-of-way – 2nd Reading
- C. Contract: North Ga. Judicial Services to provide probation services to Murray County Probate Court
- D. Easement: perpetual easement to current and future adjacent property owners for access to the closed section of Hawkins Branch Rd.
- E. Amendment: Murray County Code Chapter 54, Article IV, use of county roads by hauling and logging operations
- F. Resolution: Re-affirmation of E-911, \$1.50 surcharge for landline phones
- G. Resolution: Re-affirmation of E-911, \$1.50 surcharge for wireless phones
- H. Resolution: Re-affirmation of E-911, \$0.75 surcharge per prepaid wireless transaction
- I. Disposal of surplus inventory
- J. Grant: Appalachian Regional Commission FY2017 pre-application – infrastructure to new industrial park

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

March 27, 2018

Mr. David McDaniel
113 Pine St.
Chatsworth, GA 30705

RE: Murray County Land Use Planning Commission Meeting of March 22, 2018.

Dear Mr. McDaniel,

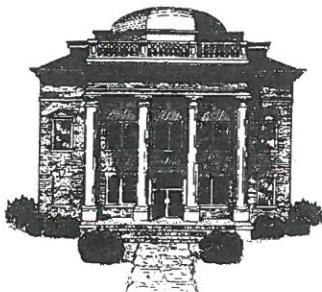
I have reviewed the actions of the Commission taken at the March 22, 2018 meeting. I support the Commission's actions as being in the best interest of Murray County.

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

March 26, 2018

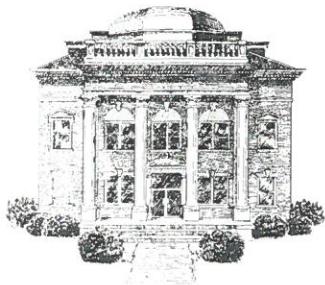
Mr. Greg Hogan
Murray County Commissioner
121 N. 4th Avenue
Chatsworth, GA. 30705

Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of March 22, 2018. Upon review, your approval/ and or comments would be greatly appreciated.

Respectfully,

Heath Harrison, Vice 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
March 22, 2018

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

The first order of business on the agenda was approval of the agenda. David Wells made the motion to approve the agenda. Edward Dunn seconded the motion. The motion carried.

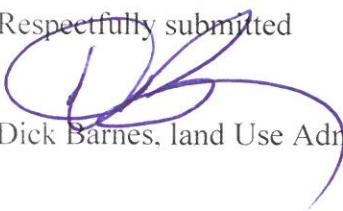
The second order of business was approval of the minutes of the February 20, 2018 meeting. Mr. Dunn stated that the minutes were dated January 25 instead of February 20. He also made the motion to approve the minutes as written with the correction of the date to February 20, 2018. Terry Wilson seconded the motion. The motion carried.

Having no Old Business to address, the Vice Chairman opened the first item of new business which was the Re-Classification of property from Agriculture to Suburban Residential, located on Ga. Hwy 225 North, in Land Lot 117 and District 8 of Murray County, consisting of 2.99 acres and identified as Tax Parcel 0029B-030 -004, owned by Mr. Jerod Hobbs.

Mr. Barnes stated that the property was in order for granting. He commented that this is a mixed-use area consisting mainly of residential and agricultural uses and recommends approval. He also stated that all proper public notices had been made. Mr. Hobbs was present and stated that he intended to build three homes. Each one being 1,200 to 1,500 square feet in size. No one else there, spoke in favor or against the proposal. The Vice Chairman closed the public portion of the meeting, and opened the floor for board discussion and /or comments. Mr. Wells ask Mr. Barnes who would issue Drive Way Permits. Mr. Barnes stated that there were two existing drives on site and that the Georgia DOT would issue any others that may be required. Edward Dunn made the motion to approve the request. David Wells seconded the motion. The motion carried in favor of the request.

Having no other business, Mr. Dunn made the motion to adjourn. Mr. Wilson seconded the motion. The motion carried, and the meeting adjourned at 7:12 P.M.

Respectfully submitted

Dick Barnes, land Use Administrator

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.

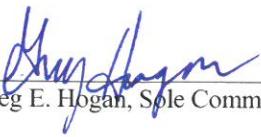
Exemptions include official County, State or Federal required traffic, directional or informational signage, electrical traffic control devices, barricades, or other types of encroachments deemed necessary by the County Governing Authority.

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, Clerk

STATE OF GEORGIA

COUNTY OF Murray

COURT Probate Court of Murray County

CONTRACT FOR PROBATION SERVICES

THIS CONTRACT made and entered into this 13th day of march, 2018, between Mary Jean Baker Enterprises, Inc., DBA: **North Georgia Judicial Services**, an S-Corporation registered with the State of Georgia, hereafter referred to as "NGJS", and the Probate Court of Murray County, hereinafter referred to as "Court".

WITNESSETH:

WHEREAS, Court is authorized by O.C.G.A. §42-8-100 to provide general probation supervision, fine collection services, counseling and other probation services for persons convicted of certain misdemeanors and;

WHEREAS, NGJS is uniquely qualified in providing such comprehensive professional services and being willing to contract with the Court in an effort to comply with the legislative enactment, as well as the guidelines set forth by the Misdemeanor Probation Oversight Unit through the Department of Community Supervision Board.

WHEREAS, the parties hereto deem it in their respective best interest and each will best be served by entering into said Contract for the provisions by NGJS of such probation services as ordered by the Court.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this contract, the parties hereto agree as follows:

1. Designation by Court

The Court shall designate NGJS as the entity to coordinate and provide direct probation and rehabilitation program services to offenders sentenced by and under the jurisdiction of the Court.

2. Scope of Services

NGJS shall provide the services and programs for the misdemeanor offenders placed on probation by the Court, which shall include the following particulars:

- A. Comply with the legislative enactment (O.C.G.A. §42-8-100) as well as all guidelines set forth by the Misdemeanor Probation Oversight Unit through the Department of Community Supervision.

- B. Provide the Court with a written program of rehabilitation services, which can be offered to offenders, and thereafter assist the Court regarding such services as to the particular needs of each offender.
- C. Maintain individual files for each offender participating in NGJS programs. The files will be maintained in a secured area, in a locked file cabinet or safe. Files will also be maintained within the probation software used by NGJS.
- D. Provide timely and prompt reports as are determined by the Court to be reasonably necessary to determine compliance by NGJS with the terms of this Contract and compliance by NGJS, as delegated by the Court, with all federal, state, and local laws and regulations pertaining to sentencing and probation of offenders subject to the jurisdiction of the Court as may be delegated to NGJS pursuant to the terms of this contract.
- E. Make fiscal and program records available within ten (10) working days for review and maintaining financial records reflective of good business practice.
- F. Bill the offender forty dollars (\$40.00) for supervision fees per month of sentenced probation for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender. These fees shall be ordered by the court as a term and condition of probation for each offender assigned for supervision to NGJS unless the Court determines the probationer to be indigent. If the probationer is ruled indigent by the Court then NGJS will abide by the guidelines set forth in OCGA § 42-8-102. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
- G. NGJS Services and Fees to be paid by the Probationer:
 - (1) \$40 per month Supervision Fee to be paid by each Probationer
 - (2) \$40 per month Supervision Fee to any Pre-Trial Diversion Program participant the Court requests NGJS to supervise/monitor
 - (3) \$20 Drug or Alcohol Test Charge per Test
 - (4) \$25 Warrant Fee
 - (5) Rehabilitation Classes **if** Ordered by the Court:
 - (a) Anger Management.....\$250.00
 - (b) Choices Class.....\$150.00
 - (c) Something For Nothing (Shoplifting).....\$200.00
- H. NGJS agrees to monitor/supervise any participant placed in the Pre-Trial Diversion Program and charge the participant \$40 per month supervision fee.

- I. NGJS shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation under OCGA § 42-8-102.

NGJS shall prepare probation warrants and orders for submission to the Court. NGJS is authorized by the Court to sign and send an order (revocation hearing notice) to any probationer not complying with the Court's sentence, to appear in Court on a specific date for a revocation hearing. NGJS shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other hearings that the Court deems necessary.

Regarding §42-8-103 pay only cases: Pay only cases will be marked as such on the Court's sentence sheet, and if not marked, the number of months sentenced to probation supervision will stand and probation fees may be collected for the entire sentence. GCVEF will be collected from probationers that have this fund ordered on the Court's sentence sheet and will be remitted to the VCPSF the 10th of each month. NGJS will comply with the Court's sentence sheet that will note whether the sentence of the Court will be concurrent or consecutive and comply with §42-8-103.1.

- J. Submit a monthly written report to the Court on the amount of fines, costs and restitution Court ordered and collected from the offender. The report shall include the services being provided, the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports shall be provided to the Court by the 10th of every month. NGJS will comply with all reports under § 42-8-103.
- K. Tender all Court fines, costs and restitution ordered and collected during the Month from the offender to the court by the 10th day of each month.
- L. NGJS will submit a quarterly report to the Department of Community Supervision as required under § 42-8-108. The report shall include all information set forth under the guidelines of 42-8-108 as well as the Department of Community Supervision Rule 105-2-13 regarding all services and fees provided by NGJS.
- M. Comply with all laws regarding confidentiality of offender records.
- N. NGJS will not attempt to profit from any fines, restitution or court costs collected from any offender.
- O. NGJS will employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Employees will meet all requirements for background checks under rule 105-2-10. All probation officers will be at least twenty one (21) years of age, have 90 college quarter hours or 60 college semester hours from an accredited institution or 4

years of law enforcement experience as a certified peace officer or jurisdictional equivalent at the time of appointment.

All probation officers shall also comply with the orientation and initial 40 hours initial training as well as continuing education training per annum under the MPOU rule section 105-2-9. No person who has been convicted of a felony will be employed by NGJS as a Probation Officer or staff member, and all employees must maintain a clear criminal record. Any Administrative Employee, Agent, Intern, or Volunteer with NGJS will be at least 18 years of age, complete a 16 hour orientation program within 6 months of being employed, and meet the required yearly 8 hour continuing education training.

- P. A criminal history records check and verification of citizenship will be performed on all employees hired by NGJS. Employees will only be hired by NGJS after completing the process required by the Department of Community Supervision and MPOU guidelines.
- Q. Officer per Probationer Ratio. Contractor shall manage caseload limits so as not to exceed 225 probationers per 1 probation officer for supervision.
- R. NGJS will keep a registry of all community service hours ordered, completed, and converted and report it quarterly as required by the Department of Community Supervision.

3. Period of Service

The performance of services described in section one of this Contract shall commence on the 13th day of march, 2018. This contract shall automatically renew from year to year under the same terms and conditions as provided for herein for a period of five years.

4. Termination

Either party may terminate this Agreement after receiving a 60 day notice *only if*: A written statement, mailed *certified* mail, to NGJS from the Court, or to the Court from NGJS, giving a 60 day notice of termination and stating the *exact* reason(s) for wishing to terminate this Contract.

5. Default Procedures

In the event NGJS defaults by failing to begin service at the time specified or discontinues a material portion of the service provided for by this contract, Court may, upon sixty (60) working days prior written notice to NGJS, take possession of any and all records and other documents generated by NGJS in connection with this contract, and court shall use the same in the performance of the services described herein, NGJS agrees to surrender peacefully said records upon receiving an itemized request from the Court. Any fines, fees, and restitution received by NGJS from probationers of this court after termination of this agreement shall be forwarded to the Clerk of Court, other than fees earned by NGJS. The Court shall provide NGJS a receipt for all property surrendered under this provision.

6. Access to Books and Records

Court's representative shall have access, at all reasonable times and upon prior notice to a NGJS representative, to all NGJS records, correspondence, instructions, receipts, vouchers, and memoranda of every description (excluding computer software) pertaining to work under the contract, for the purpose of conducting a complete independent fiscal audit for the fiscal audit for any fiscal year or calendar year within the last two (2) years.

7. Insurance

NGJS shall provide and maintain during the life of this contract, workers' compensation insurance and general liability with the following limits of liability:

General Liability - \$1,000,000.00
Workers compensation – Statutory
Bond per employee - \$50,000

8. Indemnification / Hold Harmless

With regard to the work to be performed by NGJS, the Court shall not be liable to NGJS, nor to anyone who may claim a right resulting from any relationship with NGJS, for any act or omission of NGJS, its employees, agents or participants in the performance or services conducted pursuant to the terms of this contract. In addition, NGJS agrees to indemnify the Court and hold Court harmless from any and all claims, actions proceedings, expenses, damages, liabilities, or losses (including, but not limited to attorney's fees and court costs arising out of or in connection with the services performed by NGJS).

9. Assignment

The duties and obligations assumed by NGJS are professional services unique to NGJS and are therefore not transferable or assignable without prior consent of NGJS, however shall not be unreasonably withheld.

10. Validity

This contract shall be binding on any successor to the undersigned Official of the court unless within thirty (30) days of the new appointment, notice is given to N.G.J.S. that their services will not be required after following the guideline set above for a sixty (60) day termination notice.

11. Notice/Deficiency

In the event that the Court determines there are deficiencies in the services provided by NGJS, the Court will give written notice of the exact deficiency allowing NGJS the opportunity to correct the deficiency. The Court shall give written, certified notice to NGJS that the deficiency must be corrected within thirty (30) days of receiving written notification of the specific deficiency and the proper way to correct it. In the event that NGJS fails to correct or take reasonable steps to correct the deficiency, the Court may terminate this agreement within sixty (60) days written notice, stating the deficiency and the reason(s) the Court is terminating this contract.

12. Entire Agreement

This Contract, including all exhibits attached hereto and incorporated herein by their reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendments or modifications to this Contract or any waiver of any provision hereof shall be effective unless in writing and signed by all parties included.

IN WITNESS WHEREOF, THE PARTIES HERE HAVE EXECUTED THIS
AGREEMENT ON THE 13th DAY OF March, 2018.

Contractor:

Mary Jean Baker Enterprises, Inc.
DBA: North Georgia Judicial Services
106 W. Fort Street
Chatsworth, Georgia 30705

Owner Mary Jean Baker

Court: Probate Court of Murray

Governing Authority Greg Hagan

Title Commissioner Greg Hagan

Judge J.L.P. Wal



After Recording Return To:
Gregory H. Kinnaman, P.C.
P.O. Box 6178
Dalton, GA 30722

[Space above this line for recording data.]

EASEMENT

Georgia, Murray County

THIS INDENTURE made this _____ day of March, 2018, between **Murray County, Georgia, a Political Subdivision of the State of Georgia**, Grantor, and **Connie Elaine Kendrick, Edward Duane Kendrick, Edelweiss Holdings, LLC, Joe Roy Gallman, Jackie Ray Gallman, Peggy Elaine Fowler, Betty Marie Jackson and City of Chatsworth Water Works Commission**, Grantee.

The words "GRANTEE" and "GRANTOR" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ten dollars and other good and valuable considerations, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE, a non-exclusive, perpetual easement for the use hereinafter set forth, over, through and across the following lands, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 274 in the 10th District and 3rd Section of Murray County, Georgia, and being that section of Hawkins Branch Road, consisting of .087 miles, and as depicted on the map as Exhibit "A", attached hereto and made a part hereof by reference.

Said easement is adjacent to or services the property now owned by or being acquired by GRANNEES, and this easement is granted as appurtenant thereto, for the following purposes, to-wit: Ingress, egress and the installation and maintenance of utilities.

TO HAVE AND TO HOLD the said easement, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever. The said GRANTOR will warrant and forever defend the right and title to the above-described easement unto the said GRANTEE against the lawful claims of all persons, claiming by, through or under the said GRANTOR.

IN WITNESS WHEREOF, this easement has been duly executed and sealed by GRANTOR
the day and year first above written.

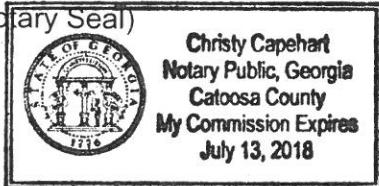
Signed, sealed and delivered
in the presence of:

Tommy Parker
Unofficial Witness
Printed Name: Tommy Parker

Christy Capehart
Notary Public

My Commission Expires July 13, 2018

(Notary Seal)



MURRAY COUNTY, GEORGIA, A
POLITICAL SUBDIVISION OF THE STATE
OF GEORGIA

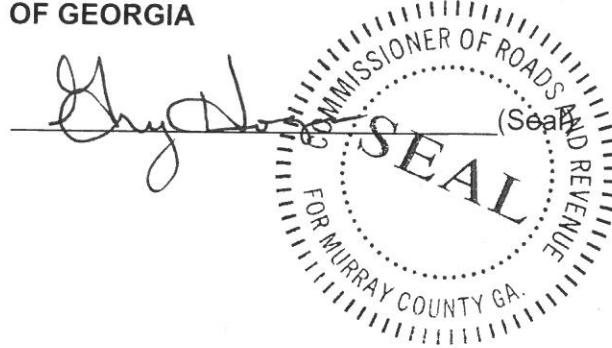
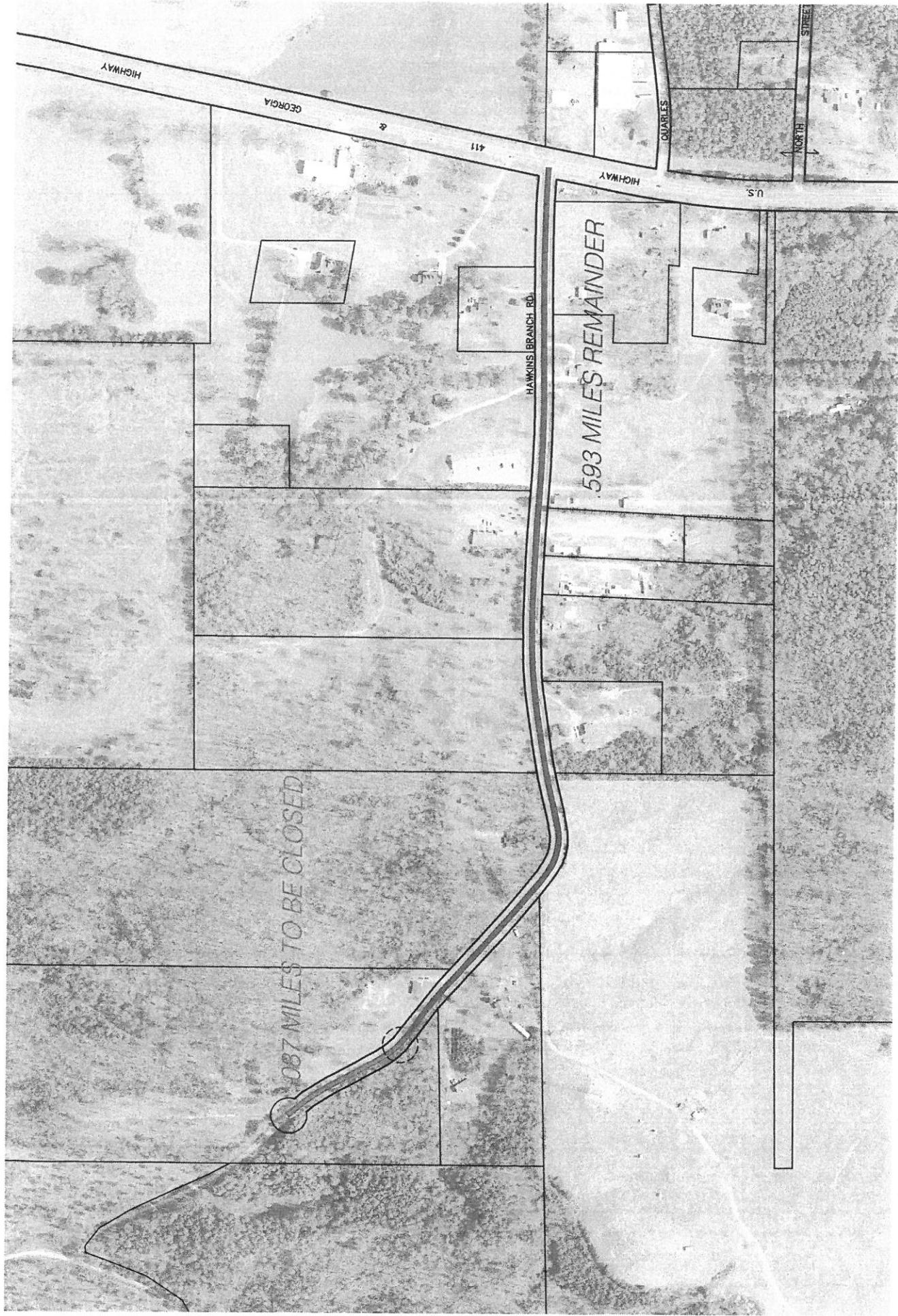


EXHIBIT "A"



**AMENDMENT
TO
THE CODE OF MURRAY COUNTY**

STATE OF GEORGIA

COUNTY OF MURRAY

WHEREAS, the Commissioner of Murray County has determined that it is in the best interest of the public to amend Chapter 54 of the Code of Murray County, and

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

NOW THEREFORE BE IT SO RESOLVED, by the Murray County Commissioner, that Chapter 54 of the Code of Murray County be amended as follows:

Delete Article IV, Hauling and Logging, in its entirety and replace it with Article IV, Hauling and Logging Operations, and shall read as follows:

ARTICLE IV. – HAULING AND LOGGING OPERATIONS

DIVISION 1. – GENERALY

Sec. 54-176. - Scope.

This article shall cover any person who encroaches upon a county right-of-way in carrying out business by loading, transporting, unloading of manufactured or un-manufactured products of any nature, or any other related activity, whether on the road surface or a County right-of-way or crossing the paved or unpaved portion of the right-of-way, including the shoulder, ditches or embankments.

Sec. 54-177. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Access means any temporary roadway, drive, structure, fill, or device, existing or constructed, that is used or employed for the purpose of crossing, travel upon or use of County road rights-of-way.

County right-of-way means the shoulder, front slope, ditch, drain, and back slope, facility, surface or any appurtenance of any county road.

County road means any county-owned or maintained highway, road, street, avenue, drive, detour, or other way open to the public and intended or used for the passage of motor vehicles.

Timber Harvester means any person involved in loading and hauling of pulpwood, logs, posts or wood chips and/or logging and timber operations coming under the provisions of this article.

Heavy equipment machinery and vehicles means any and all devices in, upon, or by which any person or property may be transported or drawn, including, but not limited to, semi-trailers, trailers, tanker trucks or tanker trailers, tractors and truck-tractors; provided, however, that vehicles in use immediately for the control or extinguishing of wild fire shall be exempt from this article or other emergency type vehicles.

Loading, unloading and hauling shall be defined by its everyday meaning but also shall include any activity known as harvesting of un-manufactured forest products including but not limited to pulpwood, logs, posts or wood chips, or any type of construction materials or debris.

Operations means those activities contemplated by this article, including the loading, un-loading or transporting of raw materials and construction related activities.

Operator means any person, and the officer's agents, and employees thereof, carrying out any of the activities contemplated by this article.

Temporary Access. Access for any temporary use, which for the purpose of this ordinance shall include, but not be limited to, construction sites, borrow pits, and timber harvesting operations.

DIVISION 2. – NOTIFICATION

Sec. 54-178. – Notice.

No Timber Harvester or Operator shall use an existing driveway or access point, nor shall he install any new driveway, temporary driveway, or means of ingress and egress to any property abutting a county road or county-maintained road without first giving notification to the County Commissioner, for and receiving authorization for such installation or use, through the Murray County Public Works Department, which,

(a) *Notice – Timber Harvester.* Notice shall be made using Form 12-6-24, Notice of Timber Harvest Activity, as outlined under O.C.G.A. Section 12-6-24, a copy of which, can be obtained from the Murray County Public Works Department. (MCPWD)

(b) *Notice – Operator.* Notice shall be made to the Murray County Public Works Department of any proposed hauling activity which shall require access to any property abutting a county road or county-maintained road. The Notice shall be made on a form provided by the MCPWD.

(c) *Submission.* Notice may be submitted in person to the Murray County Public Works at 684 Hwy. 52 East, Chatsworth, Georgia; by facsimile (706) 517-5500, by mail to the Murray County Public Works P.O. Box 1129, Chatsworth, Georgia 30705 or by email, publicworks@murraycountyga.gov

(d) *Changes and amendments.* If at any time circumstances reported in the notice change, the notice shall be amended within three business days or shall cease to be effective.

(f) *Surety prerequisite.* Notice shall not be effective unless a valid Surety Bond or Irrevocable Letter of Credit is delivered beforehand.

Sec. 54-179. - Surety requirements.

(a) *Surety bond or letter of credit required.* Persons or firms subject to notice requirements shall deliver a surety bond or an irrevocable letter of credit to the county prior to the notice becoming or remaining effective.

(b) *Surety bond.* The surety bond shall be executed by a surety corporation authorized to transact business in the state (and which is listed on the U.S. Treasury Circular 570 at the time of filing), and such bond shall be issued to protect the county against any damage caused by the person or firm engaged in timber harvesting or hauling, in the amount of \$5,000.00. The form of the surety bond must be approved by the county prior to acceptance.

(c) *Irrevocable letter of credit.* In lieu of a surety bond, an irrevocable letter of credit, issued by a bank or savings and loan association authorized to do business in the state, may be issued in the amount of \$5,000.00. The form of the irrevocable letter of credit must be approved by Murray County prior to acceptance.

(d) *Duration.* Such letter of credit shall only be valid for the calendar year it is delivered to the county, and shall be renewed each year that the person or firm, subject to the notice requirement, shall operate within the county.

(e) *Release.* Upon completion of the operations and inspection by the appropriate County official, at the request of the applicant, the bond shall be returned to the applicant subject to deductions for repairs that are reasonably required under this article.

DIVISION 3. - OPERATION REQUIREMENTS

Sec. 54-180. - Standards for prevention of contamination.

(a) *Temporary exit requirements.* A temporary exit must be installed and maintained for any timbering operation in the county, at any point of egress from a timber harvesting tract onto a public right-of-way or street. Such exit must be established and maintained prior to any timber hauling vehicles or timbering equipment leaving the site, and shall be maintained until the timber hauling operation is completed, and shall meet or exceed the following specifications:

- (1). Drainage pipe may be required at the discretion of the Public Works Director or his agent. The harvester can at their option install such a temporary driveway with a drainage pipe of appropriate specifications or request the county to install said driveway at the expense of the harvester.
- (2). The exit pad shall be adequate to substantially eliminate the transport of mud from the timber site by either vehicles or equipment or from water runoff.
- (3). The exit pad must at least be 20 feet in width by 50 feet in length with a excavated footprint 3 inches deep and filled to a depth of six inches with 1.5" to 3" stone. A geo-textile filter fabric must be installed underneath the entire pad. The pad may be required to be an additional width, length and/or depth, if in the opinion of the Public Works Director, conditions so warrant.

(b) *Contamination of rights-of-way.* No operator shall allow dirt, mud or other debris resulting from any type of operation to accumulate upon the right-of-way of any public road to such an extent that it becomes a nuisance or hazard to persons traveling upon such roads, or that it creates an unsightly condition upon the public right-of-way. At such exit location there shall be established a cleaning station, water pump station or some other such means to rinse or clean the exiting vehicle of sediment and debris prior to its entrance onto the public right-of-way.

(c) *Interference with drainage.* No operator shall allow dirt, mud or other debris resulting from any operation to accumulate in ditches and drainage areas on public rights-of-way to such an extent that the usual flow of water or runoff is stopped, disturbed, changed or interrupted.

(d) *Cleanup and reimbursement.* Any materials or mud spilled, dropped, washed or tracked from vehicles or equipment leaving the site onto roadways or into public rights-of-way, drainage ditches or storm drains must be removed within 24 hours or the county may perform any necessary corrective work and the operator shall reimburse the county for any expenses incurred from the required bond or letter of credit. Any such contamination and spillage, even if cleaned up within 24 hours, constitutes a violation of this article.

(e) *Serviceability.* County roads shall be kept serviceable and open at all times for school buses, emergency vehicles, mail carriers, and traffic of the general public.

- (f) *Interference.* The operations will not unreasonably interfere with vehicular and pedestrian traffic and the means of ingress and egress from the affected and adjacent properties.
- (g) *Fines.* In addition to any cleanup costs that shall be reimbursed to the county, any timber operator failing to comply with the requirements of subsection (a) of this section, or failing to clean up or remove any debris, dirt, mud or other material from any public road, right-of-way or drainage ditch, within 24 hours of the spill or contamination, shall be fined \$500.00 upon the first citation, and \$1,000.00 upon each subsequent citation.
- (h) *Nuisance prohibited.* No operator shall create any other type of public nuisance.
- (i) *Parking.* No operator or person shall park or leave unattended a truck or other motor vehicle or trailer upon the right-of-way of any county road.
- (j) *Soil erosion and sedimentation controls required.* No timber operator will commence operation or continue to operate without first installing and maintaining soil erosion and sedimentation controls, in accordance with the best management practices of the Manual for Erosion and Sedimentation Control in Georgia, sufficient to prevent dirt, mud or other debris from accumulating in bodies of water within the county, the county drainage ditches and on the county roads upon which the timber operator is entering and exiting.
- (k) *Signs.* No timber operator shall commence timber operations until he has first posted or caused to be posted along the public road onto which the timber operator will enter from his timber operations at least the following signs: one sign in each direction located 500 feet from the entrance which states "Slow: Trucks Entering Highway"; and one sign in each direction located 1,000 feet from the entrance stating "Warning: Logging Operation Ahead." Each such sign shall be 36 inches by 36 inches, orange in color with black lettering, and posted at least three feet from the road surface of such road.

Sec. 54-181. - Exemptions.

Small and limited operations of less than three tons in load, less than 48 hours in duration and using existing driveways may be exempted from the bonding requirements of this article within the reasonable discretion of the Murray County Public Works Director or designee.

Sec. 54-182. - Protection of County Road System

- (a). Murray County shall have the authority to adopt and enforce rules, regulations and to perform all acts which are necessary, proper and incidental to the efficient operation and development of the county road system. This section shall be construed to convey on Murray County the power and duty to restrict the access of timber or other commercial vehicles to county roads at such times when access by those vehicles may cause damage to the county road system. Murray County requires that all timber trucks operating in Murray County take the most direct route from the harvesting site to the state routes on approved routes with sufficient weight clearance.
- (b). Any power vested in or duty placed on Murray County but not implemented by specific provisions for the exercise thereof may be executed and carried out by Murray County in a reasonable manner subject to such limitations as may be provided by law.

Sec. 54-183. - Inspection of site.

Upon completion of operations under this article, the operator shall give written or oral notification to the Public Works Director or his agent. The inspection of the ingress/egress location by the Public Works

Director or their agent is required to ensure that the right-of-way is re-established to its original condition prior to truck traffic. Any damages to the right-of-way or county roads utilized as the haul route shall be repaired at the expense of the operator.

Sec. 54-184. - Liability.

Any provisions of this article notwithstanding, an applicant or operator shall be liable to the county for the full amount of any damages caused by such operations, the amount of bond notwithstanding.

Sec. 54-185. - Arbitration.

If the parties cannot agree on the amount of damages, then the applicant shall have the right to request arbitration in writing. The county shall choose one arbitrator and the operator shall choose the second, both of whom shall be residents of the county. Together, the two designees shall choose a third arbitrator who shall be a registered forester residing in the county or a county contiguous thereto. Within 30 days of their designation, such arbitration panel shall review the damages and render a decision which shall be subject to appeal to the county superior court.

Sec. 54-186. - Penalty for violations.

Any person violating any of the provisions of this article shall be liable to fine and/or injunctive relief or any other legal procedure authorized by law. Any fine imposed shall be as provided in section 1-19 of this Code.

Secs. 54-187—54-242. - Reserved.

SO ORDAINED AND EFFECTIVE, this the _____ day of _____, 2018

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

SECOND READING, this the _____ day of _____, 2018

By: _____
Greg E. Hogan, Sole Commissioner

Attest: Tommy Parker
Tommy Parker, Clerk to the Commissioner

RESOLUTION

A RESOLUTION OF MURRAY COUNTY, GEORGIA TO REAFFIRM A MONTHLY EMERGENCY TELEPHONE NUMBER "911" CHARGE UPON EACH EXCHANGE ACCESS FACILITY SUBSCRIBED TO BY TELEPHONE SUBSCRIBERS WHOSE EXCHANGE ACCESS LINES ARE IN THE AREA SERVED BY THE EMERGENCY TELEPHONE NUMBER "911" SYSTEM.

WHEREAS, on October 11, 1990 at 7:00 p.m., Murray County Georgia, held a public hearing pursuant to Official Code of Georgia Annotated Section 46-5-133 (b) (1) (B) concerning the implementation of an Emergency Telephone Number "911" System in Murray County, Georgia; and

WHEREAS, the public hearing resulted in a unanimous vote in favor of the implementation of an Emergency Telephone Number "911" system;

WHEREAS, it has proven to be in the best interest of the public safety of the citizens of Murray County, Georgia, to implement and maintain an Emergency Telephone Number "911" system;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section I. Murray County, Georgia, has implemented an Emergency Telephone Number "911" System.

Section II. There is hereby reaffirmed a need for a monthly Emergency Telephone Number "911" charge to be imposed upon each exchange access facility subscribed to by telephone subscribers whose exchange access lines are in the areas which are served by the Emergency Telephone "911" Service. The said "911" charge is uniform and does not vary according to the type of exchange access facility used, and said "911" charge will not exceed \$ 1.50 per month per exchange access facility provided to the telephone subscriber.

Section III. All acts and doings of the officers of Murray County, Georgia which are in conformity with the purposes and intents of this Resolution and in furtherance of the implementation of the Emergency Telephone Number "911" System shall be, and the same hereby are, in all respects approved and confirmed.

Section IV. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provisions of law, or against public policy, or shall for any reason whatsoever be held in invalid then such covenants, agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section V. All resolutions of parts thereof of Murray County, Georgia in conflict with the provisions herein contained, are to the extent of such conflict, hereby superseded and repealed.

Section VI. This Resolution and the continued collection of the monthly Emergency Telephone Number "911" charge as provided in this Resolution are hereby affirmed.

Reaffirmed this 3rd day of April, 2018

MURRAY COUNTY, GEORGIA

SEAL

Attest:


Tommy Parker, County Clerk


Greg Hogan, Commissioner

RESOLUTION

REAFFIRMATION OF IMPOSING A WIRELESS ENHANCED "911" CHARGE ON WIRELESS TELECOMMUNICATIONS CONNECTIONS WITHIN MURRAY COUNTY, GEORGIA

WHEREAS, Part 4 of Article 2 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated, as amended by Act No. 881, Georgia Laws 1998, authorizes local governments to impose a wireless enhanced 911 charge upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of the local government; and

WHEREAS, such charges may be imposed at a rate of up to \$1.50 per month per wireless connection; and,

WHEREAS, such charges may be imposed by any local government that operates or contracts for the operation of an emergency "911" system which is capable of providing automatic number identification of wireless telecommunications connections and the location of the base station and cell site; and,

WHEREAS, Murray County, Georgia operates or has contracted for the operation of an emergency "911" system which is capable of providing automatic number identification of wireless telecommunications connections and the location of the base station cell site; and,

WHEREAS, a public hearing was held on the question of imposing wireless enhanced "911" charge in Murray County, Georgia on August 7, 1998.

WHEREAS, this Resolution and the continued collection of the monthly wireless Emergency Telephone Number "911" charge as provided in this Resolution are hereby affirmed; and,

NOW, THEREFORE, BE IT RESOLVED by the governing authority of Murray County, Georgia that a wireless enhanced "911" charge be imposed upon each wireless telecommunications connection subscribers whose billing address is within the jurisdictions of Murray County, Georgia at the rate of \$1.50 per month per wireless connections provided to each telephone subscriber.

BE IT FURTHER RESOLVED that said wireless charge shall be imposed on the first day of the month January of 1999.

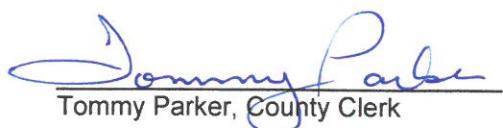
BE IT FURTHER RESOLVED that a copy of the Resolution shall be forwarded to each wireless service supplier providing service in Murray County, Georgia.

IN WITNESS WHEREOF, this Resolution has been duly adopted by the governing authority of Murray County, Georgia on the 1st day of September, 1998.

Reaffirmed this 3rd day of April, 2018

SEAL

Attest:


Tommy Parker, County Clerk


Greg Hogan, Commissioner

RESOLUTION

REAFFIRMATION OF IMPOSING A “911 CHARGE ON PREPAID WIRELESS TELECOMMUNICATIONS WITHIN MURRAY COUNTY

WHEREAS, Part 4 of Article 2 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated, as amended by Act No. 187, Georgia Laws 2011, authorizes counties and cities that operate a 9-1-1 public safety answering point to impose a 9-1-1 charge on prepaid wireless service at the retail point of sale; and,

WHEREAS, pursuant to Code Section 46-5-134.2 of the Official Code of Georgia Annotated such charges may be imposed at the rate of 75 cents per retail transaction; and

WHEREAS, revenues received by a county or municipality from such charges must be deposited in the emergency telephone assistance fund maintained by the county or municipality; and

WHEREAS, imposition of the charge on prepaid wireless service is contingent upon the enactment of an ordinance or resolution of the county or municipality; and

WHEREAS, Murray County operates a 9-1-1 public safety answering point.

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

Section 1. 9-1-1 Charge on Prepaid Wireless Transactions

In accordance with O.C.G.A. § 46-5-134.2, there is hereby imposed a prepaid wireless 9-1-1 charge as defined by O.C.G.A. § 46-5-134.2(a)(4) upon every prepaid wireless retail transaction occurring within the jurisdiction of the public service answering point in the amount of 75 cents.

Section 2. Collection of 9-1-1 Charge on Prepaid Wireless Transactions

Prepaid wireless 9-1-1 charges collected by sellers shall be remitted to the Commissioner of the Department of Revenue at the times and in the manner provided by Chapter 8 of Title 48 of the Official Code of Georgia Annotated with respect to the sales and use tax imposed on prepaid wireless calling service.

Section 3. Administrative Provisions

The Clerk of the County is hereby directed to file with the State Revenue Commissioner a certified copy of this ordinance and amendments thereto, in accordance with O.C.G.A. § 46-5-134.2(j)(1), within ten (10) days of enactment of this ordinance.

Section 4. Depositing of Funds; Use of Funds

In accordance with O.C.G.A. § 46-5-134.2(j)(5), funds received by this county from charges imposed by this ordinance shall be deposited in the Emergency Telephone System Fund maintained by this county pursuant to O.C.G.A. § 46-5-134 and kept separate from general revenue of the jurisdiction; all such funds shall be used exclusively for the purposes authorized by O.C.G.A. § 46-5-134 (e).

Section 5. Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Effective Date

The ordinance shall become effective January 1, 2012.

First Reading July 5, 2011.

Second Reading August 12, 2011

Reaffirmed this 3rd day of April, 2018

Tommy Parker
Tommy Parker, County Clerk

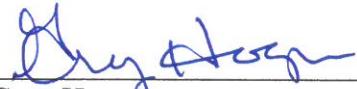
Greg Hogan
Greg Hogan, Commissioner

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:

• Ford Police Interceptor	2FAFP71WXYX137385
• Ford Police Interceptor	2FABP7BV4AX143760
• Ford Police Interceptor	2FAHP71V19X109301
• Ford Police Interceptor	2FAFP71W47X114473
• Ford Ambulance	1FDXE45PX6DB15991
• Ford Ambulance	1FDXE45F42HB02342

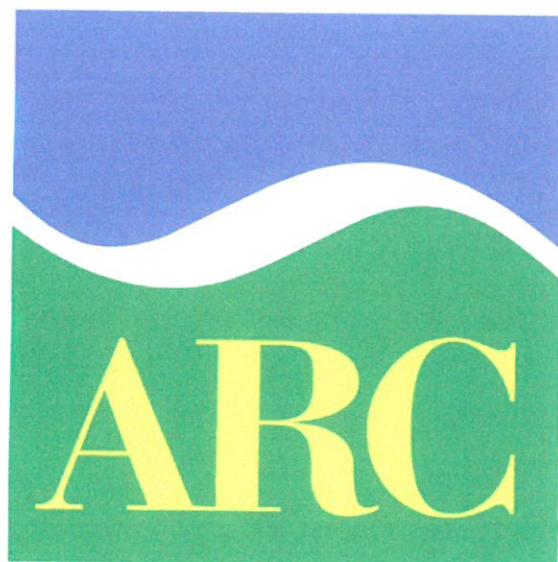


Greg Hogan
County Commissioner

Date 04-03-18



Tommy Parker
County Clerk



**APPALACHIAN
REGIONAL
COMMISSION**

Pre-application

Fiscal Year 2017

*The following information is to assist applicants in understanding
the Appalachian Regional Commission's and the State of
Georgia's investment goals. Please read carefully before
completing the pre-application.*

Georgia and the Appalachian Regional Commission

As a member state of the Appalachian Regional Commission (ARC), Georgia participates in providing technical assistance and area development funding to its 37 counties spanning the northern third of the state.

Georgia County Designations

Each year, the Appalachian Regional Commission ranks counties based on national data for three economic indicators—three-year average unemployment rate, per capita market income, and poverty rate. This data determine county economic status, which governs the level of investment ARC aims to make into projects in each county. Georgia's county designations are highlighted on the map on the preceding page.

In 2017, Georgia has two distressed counties: Chattooga and Murray. These counties are eligible for additional technical assistance for project planning and implementation. In addition to communicating frequently regarding potential opportunities in these distressed counties, the Department of Community Affairs works closely with the Northwest Georgia Regional Commission to serve both counties.

Appalachian Regional Commission Strategic Plan and Investment Goals, 2016-2020

In November 2015, the Appalachian Regional Commission approved a new strategic plan to guide the Commission's economic and community development efforts in Appalachia from fiscal years 2016 through 2020. The plan outlines five strategic goals supporting ARC's vision and mission.

ARC 2016–2020 Strategic Investment Goals

Goal 1: Economic Opportunities

Invest in entrepreneurial and business development strategies that strengthen Appalachia's economy

Goal 2: Ready Workforce

Improve the education, knowledge, skills, and health of residents to work and succeed in Appalachia

Goal 3: Critical Infrastructure

Invest in critical infrastructure—especially broadband; transportation, including the Appalachian Development Highway System; and water/wastewater systems

Goal 4: Natural and Cultural Assets

Strengthen Appalachia's community and economic development potential by leveraging the Region's natural and cultural heritage assets

Goal 5: Leadership and Community Capacity

Build the capacity and skills of current and next-generation leaders and organizations to innovate, collaborate, and advance community and economic development

Georgia's Investment Goals

The number one priority of Governor Nathan Deal's administration has been job creation.

Keeping with the goals of the Appalachian Regional Commission, Georgia will give ARC funding preference to those projects that promote job growth, such as:

- Infrastructure or other business development activities that support industry location or expansion in Georgia's Appalachian region:
 - Water and sewer projects to support new or expanding industry
 - Transportation projects that continue to expand accessibility in and to the Appalachian region
 - Technology projects that will facilitate/expand communications access to businesses, downtown areas, and underserved regions of Appalachia
- Activities that support entrepreneurship and economic development, especially those promoting new product and technology development:
- Business incubation or business mentoring/coaching services
- Activities that assist the citizens of Appalachia access higher-paying jobs
- Activities that assist businesses make use of new technology; especially those activities that will result in job creation

Georgia's ARC Investment Priorities

Georgia's Appalachian region is rich in cultural, natural, and historic resources. The region is mostly rural, offering natural beauty, a distinct cultural heritage, and relative close proximity to metropolitan Atlanta, which is the leading economic driver in the state. The region's population centers offer a variety of opportunities for economic growth.

Our investment priorities seek to address the challenges of Appalachia and improve the quality of life for all residents by tapping into the region's economic potential. Specific priorities include:

- **Investing in Manufacturing Community Partnerships (IMCP)** – Northwest Georgia is home to one of the original 26 IMCP regions nationwide, focused on enhancing and diversifying a manufacturing base historically dedicated to the flooring industry. The IMCP strategy has fostered open and honest dialogue about the future of advanced manufacturing in the region. In the process, this effort has created a partnership among manufacturers, suppliers, industry partners, elected officials, and leaders in education and infrastructure. Current IMCP initiatives include:
 - Export and trade assistance for manufacturers

- Working with Georgia Ports Authority to develop an inland port for the region, and highway expansions to support key manufacturing corridors
- Support for new technologies: Alliance for Innovation and Sustainability Manufacturers Forum
- Preparing a pipeline of ready and skilled labor: Advanced Manufacturing career-based courses at Northwest Georgia College and Career Academy and Georgia Northwestern Technical College
- **Local food economies** – Georgia’s rich agriculture base provides enormous opportunity to cultivate local food production economies that benefit the health and wealth of small communities across Appalachia. The rise in popularity of farmers’ markets, farm-to-table restaurants, and small, sustainable, organic agriculture provides significant new opportunities for agriculture business.
- **Tourism product development** – Georgia’s Appalachian Region boasts mountains, whitewater, biking trails, the Appalachian Trail and multiple adventure opportunities as well as the scenic beauty and small town charm that attract young entrepreneurs and retirees alike. Georgia’s Wine Trail has proven that agritourism is a successful business model that benefits business owners, the community, and a greater region. Many small Appalachian towns have historic and cultural assets that, with planning and investment, can provide positive returns on investment.
- **Healthcare delivery in rural areas** – Advanced technology and innovation have changed our healthcare service delivery models, affording new opportunities to more effectively serve rural populations. The health and well-being of Georgia’s citizens remains a top concern for our state. Georgia’s ARC communities can play a role in innovative healthcare methods and serve as a model for the rest of the state and region.

Georgia ARC Program Policies

The Department of Community Affairs seeks to address the goals of the Appalachian Regional Commission, the State of Georgia, and the communities we aim to serve in a responsible and fair manner. Accordingly, our program adheres to the following policy guidelines:

- Maximum ARC investment amount is \$600,000. The maximum may be waived by the Governor at his discretion.
- Priority is given to projects that are “ready-to-go,” meaning that projects should secure other necessary funding before submitting an application.
- Eligible applicants include:
 - Local governments
 - Development Authorities
 - Non-profit organizations (must provide adequate certification of status)
 - Educational institutions

- Public healthcare institutions
- Public-private partnerships are eligible, but applicant must be a public or non-profit entity

Construction Projects

- Construction projects should have preliminary commitment of jobs/estimate of economic impact and a preliminary engineering report prior to request for funding.
- In the case of tourism-related construction projects, credible forecasts for increased commercial activity must be included.
- DCA or the Georgia Environmental Finance Authority will serve as the Registered State Basic Agency for the administration of construction projects. (GEFA will administer water/sewer projects and DCA all others that qualify as construction). DCA may grant an exception to this policy only in the case where another federal agency participating in the project is willing to administer ARC funds.
- Projects must obtain all reviews and approvals pertaining to federal financing PRIOR to construction start dates. These include, but are not limited to:
 - Environmental assessments
 - Wage and labor rate approvals
 - Procurement approvals
 - Contractor approvals
 - Organizations seeking ARC funding for construction projects should be aware of time constraints associated with federal financing. All activities associated with construction projects must adhere strictly to these requirements.

Non-construction or Operating Projects

- ARC funding is limited to start-up costs and two years of operation costs MAXIMUM.
- No project is guaranteed more than one year of support.
- Projects requesting start-up funds should identify sources of funding to continue the project upon cessation of ARC investment, or indicate a plan for cultivating future funding.
- In most cases, operating proposals should indicate an 18-month initial start-up phase. New projects generally meet unexpected delays, and this 18-month window can help alleviate the need to extend a project to meet its initial objectives.
- Any project seeking continuation funding (second or third year) should contact Georgia's ARC office at least one month prior to the pre-application deadline to discuss additional funding. These projects must provide evidence of satisfactory performance in meeting first-year objectives in order to be considered for any additional funding.
- ARC will serve as the administering agency for all non-construction projects.

Georgia Appalachian Regional Commission
Pre-application for Project Funds

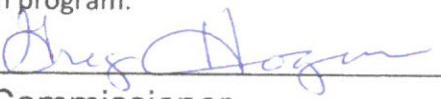
Please be advised that completion of this pre-application does not constitute submission of a complete ARC application and is not a commitment to fund or a notification of grant award, or notification that any proposed activities are eligible for financing through ARC. Within seven business days of receipt of this application, DCA will issue either a finding as follows:

- **PROCEED.** The described project meets the goals of ARC and the State of Georgia. Complete a full ARC application for consideration within the current ARC funding cycle
- **NEEDS MORE INFORMATION.** Based on the description provided, DCA staff are unable to determine the project's ability to meet ARC and Georgia goals. DCA will provide additional technical assistance, upon request, to enhance this project's ability to meet these goals. Consider applying for funding in a future ARC funding cycle.
- **NO.** This project does not meet the goals of ARC and/or Georgia and is not an appropriate fit for ARC investment.

As you know, each application must stand on its own merit and obtain sufficient points under the formal review process to be funded. Since the competitiveness of your project is unknown at this time, any group that secures financing and moves ahead with any portion of the project should do so under the full realization that funding is not guaranteed until a grant award and contract has been executed by DCA.

Certification:

I, the undersigned authorized representative of the applicant, acknowledge that this document is a pre-application for funding and that further documentation is necessary should this pre-application be approved. I acknowledge that this document is not a guarantee of funding through Georgia's Appalachian Regional Commission program.

Signature of Authorized Representative: 

Name and Title: Greg Hogan, Sole Commissioner

Date: April 1, 2018

***** Incomplete applications will not be reviewed for funding *****

PROJECT TYPE: (Check one)

Construction

Non-construction

AMOUNT OF ARC FUNDS REQUESTED: \$600,000

County in which project is located: Murray County

ARC County Designation/Match Rate (check one)

Distressed

At-Risk

Transitional

Competitive

Projects serving multiple counties must contact DCA to determine match rate.

PROJECT TITLE: Murray South Industrial Park SSI

APPLICANT INFORMATION:

Legal name: Murray County

Address: 121 N. Fourth Ave.; P.O. Box 1129

City: Chatsworth

ZIP Code: 30705

Telephone: (706) 517-1400

Email: ghogan@murraycountyga.gov

ADDITIONAL CONTACT INFORMATION

This information should indicate an individual with knowledge of the application to whom DCA staff may direct questions about the application.

Name: Delmos Stone

Telephone: 706-295-6485

Email: dstone@nwgrc.org

PROJECT DETAIL: Describe your project, including all partners and private investment. Provide a clear overview of the entire project and a general description of who will benefit.

Please indicate the following (five page limit):

1. A general overview of the need for the project, including brief description of community conditions and who this project will benefit
2. Which ARC goal(s) this project will meet and advance
3. How this project will further Georgia's investment goals for the ARC region
4. Where the project will take place
5. When the project will be implemented and how long it will take (beginning and ending dates)
6. How ARC funds will be managed and by whom

Details: Murray County intends to extend sewer service to the Murray South Industrial Park to allow

PROJECT BENEFITS: Describe the expected outputs and outcomes for this project, along with other project benefits likely to result from the project (e.g., positive impact on future economic development activity in the area). Describe how this project will help move the community/region towards economic success? See [Guide to ARC Performance Measures](#) for assistance identifying outputs and outcomes. (Two page limit)

Benefits: Outputs for this project include one community improved, 19,000 linear feet of force main

BUDGET NARRATIVE: Provide a detailed budget narrative that list the sources of ARC funds and all non-ARC matching funds. (Two page limit) Include:

1. What activities ARC funding will cover
2. The amount of financing necessary to fund the entire project
3. The amount of private investment
4. The amount of additional public investment
5. If in-kind funds are proposed, please describe the activities dedicated to the project
6. Who will manage ARC funds

Narrative: If approved, ARC funding will assist with providing public sewerage service to Murray

BUDGET: Include all funding amounts and sources. Please complete all appropriate columns and specify whether funds are approved (available immediately) or pending (application in progress or under review.)

TYPE	Source	Planning/ Operations	Construction/ Renovation	Equipment	Total	% of Total	Status of Funds
Local:	General Fund		\$300,000			24%	Available
In-kind:	CWWC		\$350,000			28%	Available
Federal:	ARC		\$600,000			48%	Application in Progress
Other:							
TOTAL			\$1,250,000			100%	

I, the undersigned representative of the applicant, do attest that to the best of my knowledge, the information contained herein is true and correct. I understand that funding through the Appalachian Regional Commission is contingent in part upon compliance with the National Environmental Policy Act (NEPA), among other laws and regulations, and that failure to comply with federal regulations will result in ineligibility for funding through Georgia's ARC program.

Signature: Greg Hogan

Name: Greg Hogan

Title: Sole Commissioner

Date: April 1, 2018

ATTENDANCE:

COMMISSIONER MEETING DATED:

Tuesday Apr. 3, 2018

Chock Hauy
Myself

Emily Thomas

Anthony Niles

Michael Etheridge

Illya Copeland

Check Handby
My 4.1.6 w/ I
Emily Thomas
Anthony Niles
Michael Ethridge