

# PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday May 1, 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 IV, use of county roads by hauling and logging operations – 2<sup>nd</sup> Reading
- C. Amendment: Murray County Code, Chapter 54, Article III, Section 54-51, and 54-56, Driveway installation/use – 1<sup>st</sup> Reading
- D. Policy Addendum: Drug and Alcohol Policy for Murray Transit to comply with USDOT
- E. Appointments: Ms. Nicki Tallent and Mr. Robert McGill to the Murray County Recreation Board
- F. Capital Purchase: Ford Explorer from Chatsworth Ford - \$26,859.08 to be paid from 2013 SPLOST Funds
- G. Capital Purchase: 2018 Dodge Charger police package from Woody Folsom Auto - \$22,500 to be paid from 2013 SPLOST Funds
- H. Capital Purchase: 2018 Ford F-150 4X4 from Chatsworth Ford for Code Enforcement - \$24,064.16 to be paid from 2013 SPLOST Funds
- I. Capital Purchase: 4 – 2018 Ford F-550s from Chatsworth Ford for the Fire Department – 44,556.42 each to be paid from 2013 SPLOST Funds
- J. Contract: Between Murray County and the Ga. Port Authority, to provide 24x7x365 law enforcement for the Inland Port by the Sheriff's Office
- K. Grant Modification: U.S. Forest Service to add \$17,000 to the \$18,170.60 for FY 2018 funding for maintenance of USFS roads

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

April 26, 2018

Mr. Heath Harrison  
113 Pine St.  
Chatsworth, GA 30705

**RE: Murray County Land Use Planning Commission Meeting of April 17, 2018.**

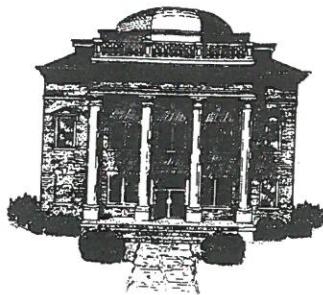
Dear Mr. Harrison:

I have reviewed the actions of the Commission taken at the April 17, 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



## 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](mailto:dbarnes@murraycountyga.gov)

April 24, 2018

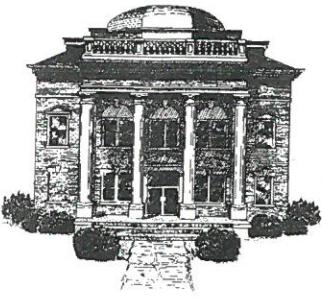
Mr. Greg Hogan  
Murray County Commissioner  
121 N. 4th Avenue  
Chatsworth, GA. 30705

Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of April 17, 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](mailto:dbarnes@murraycountyga.gov)

## Minutes

### Murray County Land Use Planning Commission Meeting

April 17, 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 and Jazmin Flores, Planning Commission Secretary.

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

The second order of business was approval of the minutes of the March 22, 2018 meeting. Edward Dunn made the motion to approve the minutes as written. David Wells 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 Suburban Residential to Agricultural, located on Robinson Rd, in Land Lot 294 and District 9 of Murray County, consisting of 70.26 acres and identified as Tax Parcel 0032C-028-003, owned by Matthew Higdon.

Mr. Barnes stated that the property was in order for granting. He commented that this property was originally zoned. Agriculture in 2003, however around 2006 a developer rezoned it to Suburban residential to develop a subdivision, but the plans were never followed through with. He also stated that Mr. Higdon now wants to put cattle and horses and recommends approval. Mrs. Flores stated that all proper public notices had been made. Mrs. Higdon was present with permission from Mr. Higdon to represent him. Mrs. Higdon stated that she only wants to put cattle and some horses on property. There was no one else there in favor or against the proposal. The Chairman closed the public portion of the meeting for board discussion. Edward Dunn made the motion to approve the request. Terry Wilson seconded the motion. 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 Agriculture to Industrial on Smyrna Church Rd., Land Lot 10 and District 8 of Murray County consisting of 382 acres identified as Tax Parcel 0051-017, owned by Industrial Development Authority.

Mr. Barnes stated that Murray County has been interested in an Industrial park for some time, and this tract works since sewers are close, State Hwy is not too far off, the only downfall is no immediate railroad access. We will have some zoning amendments such as landscape, building facade for development to meet regulations. Mr. Barnes also stated that the request was in order for granting and recommends approval. Mrs. Flores stated that all proper public notices had been made. Mr. Copeland was present and addressed the counsel. He stated that three companies have shown some interest on the land. The 382 acres are in process to be GRAD certified. Any property that borders the 382 acres will have a minimum 30ft buffer. Mr. Copeland also stated that the top portion of the property is being looked at by a produce company. A local company looking to expand will be placed on the south part of the land. There is an infrastructure such as natural gas in the area.

The adjoining neighbors had questions for Mr. Copeland, such as the reopening of Wilson Rd., to which Mr. Copeland answered no, there would be direct access coming from Hwy 225. Another question was if the Land Use members would be approving future business coming in to the area. Mr. Copeland stated that the Industrial Development Authority would approve any future businesses. Another question was if the companies are receiving any type of grants to which Mr. Copeland answered no, and have not issued any tax incentives either. The spring located on the South-East side the property was also a concern, if it was going to be disturbed and if the water would be utilized. Mr. Copeland stated that the spring would not be disturbed and to utilize the water, water samples would need to be taken. Another neighbor asked if there were going to be any additional sound barrier beside the 30ft buffer which Mr. Copeland stated no. There was no one else there in favor or against the proposal. The Chairman closed the public portion of the meeting for board discussion. Edward Dunn made the motion to approve the request. Terry Wilson seconded the motion. The motion carried in favor of the request.

Having no other business, Terry Wilson made the motion to adjourn. Edward Dunn seconded the motion. The motion carried, and the meeting adjourned at 7:45 P.M.

Respectfully submitted



Jazmin Flores, Planning Commission Secretary

**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](mailto: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 1st day of May, 2018

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

**SECOND READING**, this the 1st day of May, 2018

By: Greg Hogan  
Greg E. Hogan, Sole Commissioner

Attest: Tommy Parker  
Tommy Parker, Clerk to the Commissioner

**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, assets 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:

*Under Chapter 54, Roads, Article III, Driveways, Section 54-51 and 54-56 shall be amended to read as follows:*

**Sec. 54-51. Permit required for installation.**

Before installing any type of driveway or means of ingress and egress to any property abutting a county road or county-maintained road, the owner or the person installing such driveway must file a Right of Way Encroachment Permit Application with the Murray County Public Works Department.

**Sec. 54-52. Residential Driveways.**

Residential driveways shall only be used for access to a residential dwelling or dwellings.

**Sec. 54-56. Other Driveways.**

(a). *Utility driveways.* Access to utility sites such as power substations, water tanks, pump stations, or telephone service sites, should be treated much the same as a residential drive for design and sight distance. The vehicle must not reduce sight distance for driveways located along the same section of roadway. A utility driveway may or may not count as one allowed access point along an applicant's frontage, depending on the length of frontage and safety considerations.

(b) *Temporary driveways.* Driveways 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. Such Temporary Driveways shall be a minimum of 20 (twenty) feet wide, 50 (fifty) feet in length and shall be constructed of crushed stone, measuring 1.5 to 3.5 inches, 6 inches in depth and shall have a Geotech type filter fabric under the entire pad. The pad shall be maintained in a condition that will prevent tracking or flow of mud onto the public right of way. Any mud and debris tracked or spilled onto the roadway shall be removed immediately.

**SO ORDAINED AND EFFECTIVE**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

**FIRST READING**, this the 15 day of May, 2018

**SECOND READING**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Greg E. Hogan, Sole Commissioner

Attest: \_\_\_\_\_  
Tommy Parker, Clerk to the Commissioner

# DRUG AND ALCOHOL POLICY ADDENDUM

## EFFECTIVE: JANUARY 1, 2018

---

The United States Department of Transportation (USDOT) – Office of Drug and Alcohol Policy and Compliance (ODAPC) has issued an update to USDOT's drug and alcohol testing regulation (49 CFR Part 40). The new regulation has been revised and the changes (summarized below) will become effective on January 1, 2018. Therefore, the Murray Transit drug and alcohol testing policy is amended as follows:

### 1. CHANGES TO THE DRUG TESTING PANEL

- a. Four new opioids added to the drug testing panel -
  - i. The USDOT drug test remains a "5-panel" drug test; however, the list of opioids for which are tested will expand from three to seven opioids.
  - ii. The "opioid" category will continue to test for codeine, morphine, and heroin; however, the "opioid" testing panel will now be expanded to include four (4) new semi-synthetic opioids:
    1. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphone.
    2. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin ®, Lortab®, Norco®, Dilaudid®, Exalgo®.
- b. 'MDEA' will no longer be tested for under the "amphetamines" category.

### 2. BLIND SPECIMEN TESTING

- a. The USDOT no longer requires blind specimens to be submitted to laboratories.

### 3. ADDITIONS TO THE LIST OF "FATAL FLAWS"

- a. The following three circumstances have been added to the list of "fatal flaws":
  - i. No CCF received by the laboratory with the urine specimen.
  - ii. In cases where a specimen has been collected, there was no specimen submitted with the CCF to the laboratory.
  - iii. Two separate collections are performed using one CCF.

#### **4. MRO VERIFICATION OF PRESCRIPTIONS**

- a. When a tested employee is taking a prescribed medication, after verifying the prescription and immediately notifying the employer of a verified negative result, the MRO must then (after notifying the employee) wait five (5) business days to be contacted by the employee's prescribing physician before notifying the employer of a medical qualification issue or significant safety risk.
  - i. Specifically, in cases where an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the employee under other USDOT medical qualification requirements, or that the prescription poses a significant safety-risk, the MRO must advise the employee that they will have five (5) business days from the date the MRO reports the verified negative result to the employer for the employee to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. If in the MRO's reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the employee's prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the employer consistent with 49 CFR Part 40.327.

#### **5. DEFINITIONS**

- a. The term "***DOT, the Department, DOT Agency***"
  - i. Modified to encompass all DOT agencies, including, but not limited to, FAA, FRA, FMCSA, FTA, PHMSA, NHTSA, Office of the Secretary (OST), and any designee of a DOT agency.
  - ii. For the purposes of testing under 49 CFR Part 40, the USCG (in the Department of Homeland Security) is considered to be a DOT agency for drug testing purposes.
- b. The term "***Opiate***" is replaced with the term "***Opioid***" in all points of reference.
- c. The definition of "***Alcohol Screening Device (ASD)***" is modified to include reference to the list of approved devices as listed on ODAPC's website.

- d. The definition of "**Evidential Breath Testing Device (EBT)**" is modified to include reference to the list of approved devices as listed on ODAPC's website.
- e. The definition of "**Substance Abuse Professional (SAP)**" will be modified to include reference to ODAPC's website. The fully revised definition includes:
  - i. A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

**NOTE:** The revisions listed in this addendum include only those revisions to 49 CFR Part 40 which may be referenced in our drug & alcohol testing policy. A list of all the revisions made to 49 CFR Part 40 can be found at <https://www.transportation.gov/odapc>.

**Addendum Authorization Date:**

**Authorized Official (Printed Name):**

**Signature:**

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

05-01-18

Murray County  
Recreation Board

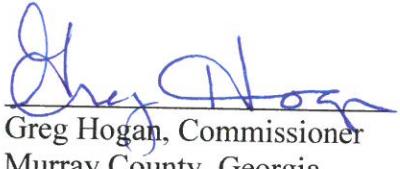
Georgia, Murray County

Board Appointment

Ms. Nicki Tallent  
250 Sitton Rd.  
Chatsworth, Ga. 30705

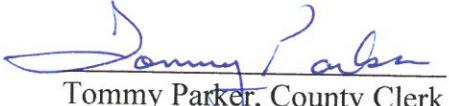
Term  
Jan. 1, 2018 – Dec. 31, 2022

Date Appointed  
May 1, 2018



Greg Hogan, Commissioner  
Murray County, Georgia

Attest:



Tommy Parker, County Clerk  
Murray County Georgia

Murray County  
Recreation Board

Georgia, Murray County

Board Appointment

Mr. Robert McGill  
P.O. Box 100  
Chatsworth, Ga. 30705

Term  
Jan. 1, 2018 – Dec. 31, 2022

Date Appointed  
May 1, 2018

  
Greg Hogan, Commissioner  
Murray County, Georgia

Attest:

  
Tommy Parker, County Clerk  
Murray County Georgia

# Chatsworth Ford

2790 HIGHWAY 76 - CHATSWORTH, GA 30705

Phone: 706-695-6701

Purchase Date: 03/23/18

Salesperson: HOUSE

## Cash Disclosure

Phone: 706-695-6701

Fax: 706-517-0243

### Buyer:

MURRAY COUNTY COMMISSIONER  
PO BOX 1129  
Chatsworth, GA 30705  
Work: 706-695-2413

### Co-Buyer:

### Purchased Vehicle

Stock #	Vehicle	Color	Miles	VIN
18T104	2018 FORD EXPLORER	WHITE	3	1FM5K8B80JGB34139

### Purchases & Fees

Selling Price	Selling Price	\$29,859.08
Taxes	Tax 1	\$0.00
	Total Cash Price	\$29,859.08

### Monies Received

Trades	Total Trade Allowance	\$0.00
	Total Trade Payoff	\$0.00
	Total Trade Net	\$0.00
Down Payment	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	Total Credits	\$0.00
	Total Cash Price	\$29,859.08
	Total Credits (-)	\$0.00
	Balance Due	\$29,859.08

Credit (see attached quote) - 3,000  
26,859.08

Date Received 3-23-18  
Vendor # 6215  
Due Date 3-23-18  
Acct # 420-4200-201302  
PO #   
Approved to be paid out of  
General Fund  
By: [Signature]

SPL0ST

Vehs / Pub. Works Eg

Ford Explorer

Proj 302-1100-18-01

JP

CNCP530	VEHICLE ORDER CONFIRMATION			01/12/18 01:52:42
	2018 EXPLORER 4-DOOR			Dealer ID: 10000000000000000000000000000000
Order No: 0011	Priority: C	Ord FIN: QF952	Order Type: B8	Price Term: E3
Ord Code: 100A	Cust/Fit Name: MURRAY COUNTY		PO Number:	
88B 4DR 4WD BASE	RETAIL DLR INV	\$34140	\$32945.00	RETAIL DLR INV
.112.6" WB	SP FLM ACCT CR			.112.6" WB
YY OXFORD WHITE	FUEL CHARGE			YY OXFORD WHITE
CLOTH BUCKET	B4A NET INV FLC OPT	NC		CLOTH BUCKET
L MUD FL STONE	PRICED DORA	NC		L MUD FL STONE
100A EQUIP GRP	DEST AND DELIV	995		100A EQUIP GRP
.118" BNDD ALUM	TOTAL BASE AND OPTIONS	35895		.118" BNDD ALUM
998 .3.5L V6 TIVCT	TOTAL	35895		998 .3.5L V6 TIVCT
445 .6-SPD AUTO TRAN	*THIS IS NOT AN INVOICE!			445 .6-SPD AUTO TRAN
.P245/60R18 A/S				.P245/60R18 A/S
16N FLOOR LINERS				16N FLOOR LINERS
942 DAYTIME RUN LMP				942 DAYTIME RUN LMP
960 <del>RUNNING DOG PK</del>				960 <del>RUNNING DOG PK</del>
FLEX-FUEL				FLEX-FUEL
SP DLR ACCT ADJ				SP DLR ACCT ADJ
	(1395.00)			
F1-Help	F2-Return to Order			F3/F12-Vch Ord Menu
F4-Submit	F5-Add to Library			
SCROLL	PRESS F4 TO SUBMIT			2000

01-22-18

G. Hogan ordered 1

Bid Price  
~~\$26,859.08~~



(Ret.) Chief Rick Darby  
 Government Sales Manager  
 Office: 912-705-0350 ext. 208  
 Cell: 706-499-4653  
 Email: rickdarby55@gmail.com

LAW ENFORCEMENT SENSITIVE  
 THIS BID IS VALID FOR 60 DAYS

Signed Rick Darby  
 Date 2-6-17

BID PROPOSAL FOR 2018 DODGE CHARGER V-8  
 MURRAY COUNTY

VEHICLE OPTIONS	UNIT PRICE	NUMBER	AMOUNT
Base Price	\$ 20,041.00		
Destroyer gray monotone paint exterior	N/C		
Cloth front and Vinyl rear seats	N/C		
Vinyl floor front and rear	N/C		
5.7 V-8 HEMI MDS	1985.00		
Officer Protection Component	N/C		
Cruise Control	N/C		
steel wheels/ small wheel covers	N/C		
4 key FOBS	N/C		
Rear view camera	N/C		
Red/White center dome light	N/C		
AM/FM Voice command w/ Blue tooth	N/C		
Theft deterrent system	N/C		
Rear door and lock disable	75.00		
Driver LED Spotlight	399.00		
TOTAL PRICE PER VEHICLE	\$22,500.00		
			SPLOST Pub. Safety Vehs./Eg Patrol Car Proj 304-3300-18-01 J
Date Received <u>2-23-18</u>			
Vendor # <u>22212</u>			
Due Date <u>2-26-18</u>			
Acct # <u>420-4200-20,304</u>			
PO # <u></u>			
Approved to be paid out of General Fund <u>2018</u>			
By: <u>Rick Darby</u>			
		TOTAL	

Thank you for your business!



## CHATSWORTH FORD

Chatsworth - Dalton 4 Lane • P.O. Box 1228

Phone: (706) 695-6701

CHATSWORTH, GA 30705



"SERVICE IS OUR MAIN CONCERN"

DATE 4/26/2018

PURCHASER'S NAME MURRAY COUNTY COMMISSIONER SOC SEC NO. BIRTH DATE

PURCHASER'S ADDRESS PO BOX 1129 AGE RESIDENCE PHONE

CITY, STATE & ZIP CHATSWORTH, GA 30705 BUSINESS PHONE (706) 695-2410

## VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER  NEW  STOCK NO. \$24,064.16  
 FOR THE FOLLOWING  USED  187135

YEAR 2018 MAKE FORD MILEAGE 3

MODEL OR SERIES F150 SUPER BODY ENGINE  
 COLOR WHITE TRIM TYPE  
 SALES MAN Jonathan MacLean Kidd

M.V.I. OR SERIAL NO. 1FTEX1EB9JFC69122

## INSURANCE AND LIEN HOLDER

COLLISION INS. CO.

AGENT ADDRESS

TELEPHONE POLICY #

LIEN HOLDER

ADDRESS

CITY, STATE, ZIP

## TRADE-IN INFORMATION

YEAR N/A MAKE MILEAGE

MODEL OR SERIES BODY TYPE

COLOR ENGINE TYPE

M.V.I. OR SERIAL NO.

BALANCE OWED TO:

ADDRESS

MEMO

Cash Price of Vehicle & Accessories \$ 24,064.16

ALLOWANCE FOR TRADE-IN N/A

TRADE DIFFERENCE 24,064.16

STATE AND LOCAL TAXES

TAX 0.00

License, License Transfer, Title, Registration Fee, M.V.I. N/A

BALANCE OWED ON TRADE-IN N/A

TOTAL \$ 24,064.16

CASH WITH ORDER N/A

CASH BALANCE DUE ON DELIVERY \$ 24,064.16

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

ACCEPTED BY:

TITLE:

PURCHASER'S SIGNATURE

DATE 4/26/2018

"THANK YOU - WE APPRECIATE YOUR BUSINESS"

RETAIL ORDER FOR A MOTOR VEHICLE

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

ORIGINAL



# CHATSWORTH FORD

Chatsworth - Dalton 4 Lane • P.O. Box 1228

Phone: (706) 695-6701

CHATSWORTH, GA 30705



"SERVICE IS OUR MAIN CONCERN"

DATE 4/27/2018

PURCHASER'S NAME	MURRAY COUNTY COMMISSIONER	SOC SEC NO.	BIRTH DATE
PURCHASER'S ADDRESS	PO BOX 1129	AGE 0	RESIDENCE PHONE
CITY, STATE & ZIP	CHATSWORTH, GA 30705	BUSINESS PHONE (706) 695-2410	

## VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER	<input checked="" type="checkbox"/> NEW <input type="checkbox"/>	STOCK NO.	CASH DELIVERED PRICE OF VEHICLE
FOR THE FOLLOWING	<input type="checkbox"/> USED <input type="checkbox"/>	18T122	\$ 44,556.42
YEAR	MAKE	MILEAGE	
2018	FORD	75	
MODEL OR SERIES	BODY TYPE	ENGINE TYPE	ACCESSORIES
RED	F550 SUPER CAB	SALESMAN	\$
TRIM	Jonathan MacLean Kidd		
M.V.I. OR SERIAL NO.	1FDDX5HY8JEC20599		

## INSURANCE AND LIEN HOLDER

COLLISION INS. CO.	
AGENT	ADDRESS
TELEPHONE	POLICY #
LIEN HOLDER	
ADDRESS	
CITY, STATE, ZIP	

## TRADE-IN INFORMATION

YEAR	MAKE	MILEAGE	
MODEL OR SERIES	BODY TYPE		
COLOR	ENGINE TYPE		
M.V.I. OR SERIAL NO.			
BALANCE OWED TO:			
ADDRESS	Cash Price of Vehicle & Accessories		
MEMO	\$ 44,556.42		

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

ACCEPTED BY:	TITLE:	PURCHASER'S SIGNATURE	DATE
		4/27/2018	

"THANK YOU - WE APPRECIATE YOUR BUSINESS"

RETAIL ORDER FOR A MOTOR VEHICLE

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

ORIGINAL



**CHATSWORTH FORD**  
 Chatsworth - Dalton 4 Lane • P.O. Box 1228  
 Phone: (706) 695-6701  
**CHATSWORTH, GA 30705**  
**"SERVICE IS OUR MAIN CONCERN"**

DATE **4/27/2018**

PURCHASER'S NAME	MURRAY COUNTY COMMISSIONER	SOC SEC NO.	BIRTH DATE
PURCHASER'S ADDRESS	PO BOX 1128	AGE	RESIDENCE PHONE
CITY, STATE & ZIP	CHATSWORTH, GA 30705		BUSINESS PHONE (706) 695-2413

**VEHICLE BEING PURCHASED**

PLEASE ENTER MY ORDER	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	STOCK NO.	CASH DELIVERED PRICE OF VEHICLE
FOR THE FOLLOWING	<input type="checkbox"/> USED	18T120	\$ 44,556.42
YEAR	MAKE	MILEAGE	
2018	FORD	75	
MODEL OR SERIES	F550 SUPER BODY	ENGINE TYPE	ACCESSORIES
COLOR	RED	TRIM	\$
M.V.I. OR SERIAL NO.	SALESMAN Jonathan MacLean Kidd 1FD0X5HY4JEC20597		

**INSURANCE AND LIEN HOLDER**

COLLISION INS. CO.	
AGENT	ADDRESS
TELEPHONE	POLICY #
LIEN HOLDER	
ADDRESS	
CITY, STATE, ZIP	

**TRADE-IN INFORMATION**

YEAR N/A	MAKE	MILEAGE	
MODEL OR SERIES	BODY TYPE		
COLOR	ENGINE TYPE		
M.V.I. OR SERIAL NO.			
BALANCE OWED TO:			
ADDRESS		Cash Price of Vehicle & Accessories	\$ 44,556.42
MEMO		ALLOWANCE FOR TRADE-IN	N/A

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

ACCEPTED BY:	TITLE:	PURCHASER'S SIGNATURE	DATE
		4/27/2018	

ORIGINAL

"THANK YOU - WE APPRECIATE YOUR BUSINESS"

RETAIL ORDER FOR A MOTOR VEHICLE

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.



**CHATSWORTH FORD**  
 Chatsworth - Dalton 4 Lane • P.O. Box 1228  
 Phone: (706) 695-6701  
**CHATSWORTH, GA 30705**  
**"SERVICE IS OUR MAIN CONCERN"**



PURCHASER'S NAME	MURRAY COUNTY COMMISSIONER	SOC SEC NO.	BIRTH DATE
PURCHASER'S ADDRESS	PO BOX 1129	AGE 0	RESIDENCE PHONE
CITY, STATE & ZIP	CHATSWORTH, GA 30705	BUSINESS PHONE (706) 695-2412	

VEHICLE BEING PURCHASED			CASH DELIVERED PRICE OF VEHICLE	\$ 44,556.42
PLEASE ENTER MY ORDER	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	STOCK NO.		
FOR THE FOLLOWING	<input type="checkbox"/> USED	18T121		
YEAR 2018	MAKE FORD	MILEAGE 75	ACCESSORIES	\$
MODEL OR SERIES	F550 SUPER	BODY TYPE	ENGINE TYPE	
COLOR RED	TRIM	SALESMAN Jonathan MacLean Kidd		
M.V.I. OR SERIAL NO.	1FDDW5HY6JBC20598			

INSURANCE AND LIEN HOLDER		
COLLISION INS. CO.		
AGENT	ADDRESS	
TELEPHONE	POLICY #	
LIEN HOLDER		
ADDRESS		
CITY, STATE, ZIP		

TRADE-IN INFORMATION		
YEAR N/A	MAKE	MILEAGE
MODEL OR SERIES	BODY TYPE	
COLOR	ENGINE TYPE	
M.V.I. OR SERIAL NO.		
BALANCE OWED TO:		
ADDRESS	Cash Price of Vehicle & Accessories	
MEMO	\$ 44,556.42	

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

ACCEPTED BY: <i>Km</i>	TITLE: <i>Wm H. Cudly</i>	PURCHASER'S SIGNATURE	DATE 4/27/2018
------------------------	---------------------------	-----------------------	----------------

ORIGINAL

"THANK YOU - WE APPRECIATE YOUR BUSINESS"  
**RETAIL ORDER FOR A MOTOR VEHICLE**  
 IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.



## CHATSWORTH FORD

Chatsworth - Dalton 4 Lane • P.O. Box 1228

Phone: (706) 695-6701

CHATSWORTH, GA 30705



"SERVICE IS OUR MAIN CONCERN"

PURCHASER'S NAME	MURRAY COUNTY COMMISSIONER	SOC SEC NO.	DATE	4/27/2018
PURCHASER'S ADDRESS	PO BOX 1129		BIRTH DATE	
CITY, STATE & ZIP	CHATSWORTH, GA 30705	AGE	RESIDENCE PHONE	
			BUSINESS PHONE	(706) 695-2413

## VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	STOCK NO.	CASH DELIVERED PRICE OF VEHICLE	\$ 44,556.42
FOR THE FOLLOWING	<input type="checkbox"/> USED	187117		
YEAR	2018	MAKE FORD	MILEAGE 75	ACCESSORIES
MODEL OR SERIES	F550 SUPER	BODY TYPE	ENGINE TYPE	\$
COLOR	RED	TRIM	SALESMAN Jonathan MacLean Kidd	
M.V.I. OR SERIAL NO.	1FD0X5HY2JEC20596			

## INSURANCE AND LIEN HOLDER

COLLISION INS. CO.	
AGENT	ADDRESS
TELEPHONE	POLICY #
LIEN HOLDER	
ADDRESS	
CITY, STATE, ZIP	

## TRADE-IN INFORMATION

YEAR N/A	MAKE	MILEAGE	
MODEL OR SERIES	BODY TYPE		
COLOR	ENGINE TYPE		
M.V.I. OR SERIAL NO.			
BALANCE OWED TO:			
ADDRESS			
MEMO			

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

ACCEPTED BY:	TITLE:	PURCHASER'S SIGNATURE	DATE
<i>John S. Auld Jr.</i>			4/27/2018

"THANK YOU - WE APPRECIATE YOUR BUSINESS"

## RETAIL ORDER FOR A MOTOR VEHICLE

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

ORIGINAL

STATE OF GEORGIA  
COUNTY OF CHATHAM

INTERGOVERNMENTAL AGREEMENT FOR  
LAW ENFORCEMENT AND SECURITY SERVICES BETWEEN  
GEORGIA PORTS AUTHORITY AND MURRAY COUNTY, GEORGIA

THIS AGREEMENT, made and entered into between THE GEORGIA PORTS AUTHORITY, an instrumentality of the State of Georgia within Chatham County, Georgia, acting through its Board of Directors, sometimes referred to herein as "the Authority" or "GPA", and Murray County, Georgia, a political subdivision within the State of Georgia, sometimes referred to herein as the "County", acting through its sole commissioner.

**WITNESSETH**

**WHEREAS**, The Georgia Ports Authority is empowered to provide for a security force which includes POST-certified law enforcement officers who enforce all applicable laws on GPA property and provide security for GPA property and facilities; and,

**WHEREAS**, GPA owns and operates an inland port within the corporate limits of Murray County, Georgia; and,

**WHEREAS**, the Murray County Sheriff's Office is a qualified law enforcement agency in Murray County, State of Georgia; and,

**WHEREAS**, the law enforcement officers of the Murray County Sheriff's Office are qualified to provide efficient, high quality law enforcement and security services in the event of emergencies both within and without the corporate limits of Murray County, Georgia, and are further qualified to protect and secure GPA property and facilities within Murray County,

**WHEREAS**, the assistance of law enforcement officers of Murray County, Georgia, to the police agency of GPA on the premises of GPA within the corporate limits of Murray County is desirable to assist with security of GPA facilities and property; and,

**WHEREAS**, there are provisions in the Official Code of Georgia Annotated authorizing governmental entities to enter into cooperative agreements for law enforcement assistance; and

**WHEREAS**, it is in the best interest of Murray County and the Georgia Ports Authority to enter into a similar agreement;

**NOW THEREFORE**, in consideration of the premises the parties agree as follows:

**SECTION 1. PURPOSE OF AGREEMENT**

It is recognized that in certain situations the use of law enforcement officers to perform police duties outside of the territorial limits of the governmental entity where the officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public, such situations including the prevention or detection of violations of certain laws and the apprehension or arrest of any person who violates a criminal law of this State.

**SECTION 2. AUTHORIZATION**

Intergovernmental law enforcement services and assistance may be provided between GPA and Murray County when mutual aid and routine law enforcement work would best serve the interests of those parties.

**SECTION 3. PARTIES**

Murray County is a political subdivision of the State of Georgia and the Georgia Ports Authority is a public corporation an instrumentality of the State of Georgia charged with the responsibility of operating a State System of Ports, maritime, inland, or otherwise, which includes providing security and enforcing laws, rules and regulations.

**SECTION 4. POWER AND AUTHORITY**

A. Murray County and the Georgia Ports Authority authorize and direct the Murray County Sheriff or the officer commanding in the Sheriff's absence to provide, at a minimum, one off-duty deputy sheriff or other POST certified law enforcement officer to provide security to and for GPA's facilities and property in Murray County, twenty-four hours a day, seven days a week, 365 days a year. The judgment of the Sheriff, or officer commanding in his absence, of

Murray County, as to the amount of personnel and equipment available, shall be final. In no event, shall less than one law enforcement officer be provided by Murray County to be available at all times. GPA reserves the right to modify its security needs within Murray County and will inform Murray County, in writing, at least 30 days in advance of any change in hours, days, or weeks needed for the security services described herein.

B. Law enforcement officers performing police duties outside the terminal or jurisdictional limits of the party for which they regularly serve shall be under the direction and authority of one person designated by the head law enforcement officer of Murray County. That person shall in turn be under the direction and authority of the local commanding law enforcement officer of the party to which they are called to perform police or peace duties. They shall have all the powers, duties, rights, privileges, and immunities as if they were performing their duties in the territory which they are normally employed as required by Section 36-69-4 of the Official Code of Georgia Annotated, including the power of arrest.

#### **SECTION 5. COMPENSATION TO COUNTY PROVIDING AID**

A. GPA's sole responsibility for compensation to Murray County shall be to reimburse the County for services and assistance of one off-duty law enforcement officers at the rate of \$28.00 per hour. GPA shall have no responsibility for any other wage, benefit, or costs associated with employment of county law enforcement officers. Cooperative police services shall be rendered without charge during the normal conduct of law enforcement business or in case of an emergency.

#### **SECTION 6. LIABILITY**

Any injury, disability, or death incurred by any employee while rendering such aid shall be deemed to have arisen out of, and to have been sustained in the course of, employment with the County. If any employee, or anyone on his / her behalf, files a claim for workers' compensation benefits against GPA, for any injury claimed to have been sustained while

furnishing aid, the County for whom the employee is regularly employed shall indemnify, defend, and hold harmless GPA with respect to such claim at no cost to GPA.

**SECTION 7. APPLICABILITY OF PRIVILEGES, IMMUNITIES, EXEMPTIONS AND BENEFITS**

All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pensions, insurance, relief, disability, workers' compensation, salary, death, and other benefits, which apply to the activity of law enforcement officers when performing their functions within the territorial limits of their respective political subdivisions shall apply to such officers to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

**SECTION 8. LIABILITY FOR ACTS OR OMISSIONS OF RESPONDING AGENCY EMPLOYEES**

Any party requesting police assistance shall not be liable for acts or omissions of the other party's employees who render assistance extraterritorially under the provisions if this Agreement.

**SECTION 9. RULES AND REGULATIONS**

The head law enforcement officers of the parties shall establish uniform rules and regulations for giving and receiving aid, which shall be subject to the approval of each party. A copy of the rules and regulations shall be filed with the clerk of the County and the Executive Director of GPA. The rules and regulations may be revised and amended by the head law enforcement officers upon their unanimous agreement, subject to the approval of each party, and a copy of each revision or amendment shall be filed with the clerk of each party.

## **SECTION 10. EFFECTIVE DATE OF AGREEMENT**

This Agreement shall be in full force and effect and legally binding on July 1, 2018, after it is signed and certified by the Murray County Commissioner and the Board of Directors of the Georgia Ports Authority, and consented to by the Murray County Sheriff.

## **SECTION 11. TERMINATION OF AGREEMENT**

A. This Agreement shall remain in full force and effect until such time as either the County or the Georgia Ports Authority passes a resolution terminating this Agreement and notice of any terminating resolution is given to the other party. Termination of this Agreement shall be effective immediately upon passage of the appropriate terminating resolution by either party.

B. Copies of the terminating resolution shall be filed with the Clerk of the County and with the Executive Director of the Georgia Ports Authority.

## **SECTION 12. NO THIRD-PARTY BENEFICIARY**

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this Agreement for any cause whatsoever.

## **SECTION 13. CONSTRUCTION**

This Agreement shall be deemed to have been executed in the State of Georgia and construed according to the laws of the State.

The provisions of this Agreement shall not be construed as creating a duty on the part of the law enforcement officers of either party to respond to a request from the other party. They shall further not be construed as creating a duty on the part of law enforcement officers rendering assistance extraterritorially to stay at the scene of a local emergency for any length of time. Such responding officers may depart the scene of a local emergency at any time at the discretion of the officer in command of them at the scene of the local emergency.

#### **SECTION 14. ENTIRE AGREEMENT**

This Agreement terminates and supersedes all prior agreements between the parties hereto pertaining to the subject matter herein, whether orally or in writing, and constitutes the entire agreement between the parties hereto, subject only to modification by a subsequent writing of equal formality with this instrument executed by them and making reference to the same.

#### **SECTION 15. SEPARABILITY**

If any provision of this Agreement is contrary to any existing or future statute or judicial decision or any court, neither the validity nor the effectiveness of any of the other terms or provisions of this Agreement shall be affected thereby. This Agreement, however, is not deemed to supersede or impair contemporaneous or subsequent written agreements between the parties hereto referenced or contemplated herein.

#### **SECTION 16. AUTHORITY**

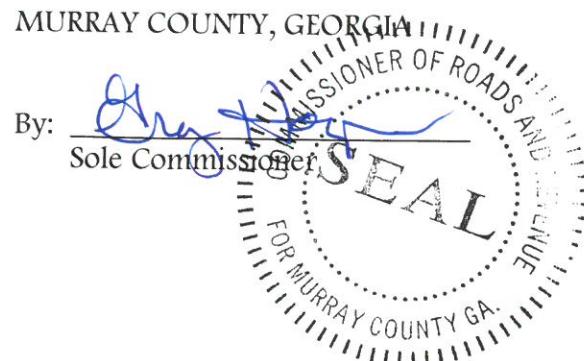
The parties covenant and warrant that each has the legal authority to enter into this Agreement.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

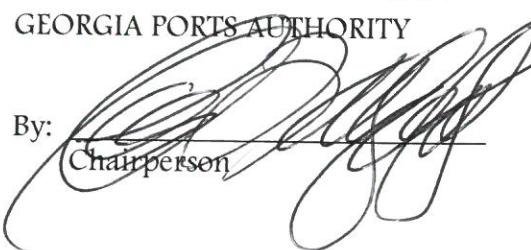
Attest: Jimmy Farson  
Clerk of Commission/County

Attest: Willie D. McRae  
Secretary - Treasurer



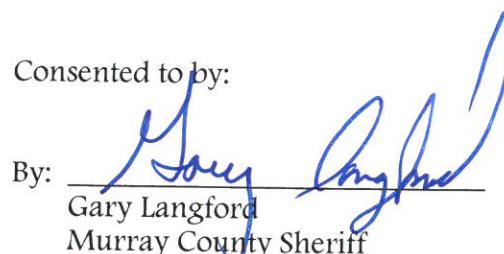
GEORGIA PORTS AUTHORITY

By: Chairperson



Consented to by:

By: Gary Langford  
Gary Langford  
Murray County Sheriff





## MODIFICATION OF GRANT OR AGREEMENT

PAGE OF  
PAGES  
1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>17-RO-11080300-016</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>1</b>
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): <b>Chattahoochee-Oconee National Forest 1755 Cleveland Highway Gainesville, GA 30501</b>		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): <b>Conasauga Ranger District 3941 Hwy 76 Chatsworth, GA 30705</b>
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): <b>Murray County, GA P.O. Box 1129 121 North 4<sup>th</sup> Avenue Chatsworth, GA 30705</b>		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

## 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: FY 18; \$17,000.00 obligation. This is in addition to the original agreement in the amount of \$18,170.60.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Add FSR 631 from MP 0.0 (Hwy 52) to MP 2.0 (Forest boundary

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

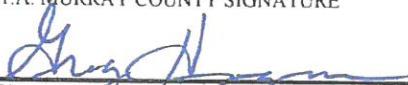
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed): Obligate \$17,000.00 from CMRD0318 (override 0803) to above agreement to allow parties to cooperate in planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. This modification adds FSR 631 to previously identified roads and culvert removal & install to maintenance activities.
---

## 10. ATTACHED DOCUMENTATION (Check all that apply):

<input checked="" type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Schedule A

## 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. MURRAY COUNTY SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED <b>04/17/18</b>	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
11.E. NAME (type or print): <b>GREG HOGAN</b>		11.F. NAME (type or print): <b>BETTY JEWETT</b>	
11.G. TITLE (type or print): <b>MURRAY CO COMMISSIONER</b>		11.H. TITLE (type or print): <b>FOREST SUPERVISOR</b>	



USDA Forest Service

OMB 0596-0217  
FS-1500-19

### 12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:



JOANN MCGEE

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE  
SIGNED  
4/13/2018

**SCHEDULE A-MODIFICATION 1**  
**TO**  
**FOREST ROAD AGREEMENT NUMBER 17-RO-11080300-016**  
**BETWEEN**  
**MURRAY COUNTY**  
**AND THE**  
**U.S. FOREST SERVICE**  
**CHATTAHOOCHEE-OCONEE NATIONAL FORESTS**

The following listed roads or segments meet the criteria in Item 1a, Intent to Cooperate, of the Standard Road Agreement.

**Roads Covered by Agreement**

Road Number/Name	Length (Miles)	County Mtc	Descript	Mtc Type	FY 18 Mtc	Cost/Mtc Activity
FSR 3-Peeples*	4.733	Old Federal Road to MP 2.1	MP 2.1 to gate	1, 2, 3, 4, 5, 6, 7	7	\$2541.87
FSR 16-Cisco Alaculsy*	1.32	End of Old Hwy 2 paved section to Consasauga River Bridge (6 miles)	Conasauga River Bridge to Jacks River Bridge	1, 2, 3, 4, 5, 7		
FSR 17-Cowpen Mountain West*	9	Old Hwy 2 intersection to Bob Jones Cabin (2 miles)	Bob Jones cabin to FSR 68 intersection	1, 2, 3, 4, 5		
FSR 17B-Murrays Lake	1		FSR 17 intersection to boat ramp	1, 2, 3, 4, 5		
FSR 18-Holly Creek*	6.41	End of pavement to 1 <sup>st</sup> Holly Creek bridge (0.7 miles)+	Holly Creek Bridge to FSR 18/68 intersection	1, 2, 3, 4, 5, 6, 7	1 5	\$2564 \$2520

FSR 51-Cowpen Mountain East	4.72		FSR 16 intersection to Rice Camp trailhead	4, 5		
FSR 68-Potato Patch*	2.4		FSR 18/68 intersection to FSR 90/68 intersection (Holly Creek Gap)+	1, 2, 3, 4, 5, 6, 7	1 2 3 5	\$960 \$360 \$360 \$2520
FSR 218-Muskrat Creek	6.273		CCC Camp Road intersection to turnaround	1, 2, 3, 4, 5	1# 4# 5#	\$800 \$700 \$1008
FSR 630-Mill Creek*	8.65		End of paved Mill Creek Road to FS 17 intersection	1, 2, 3, 4, 5, 6, 7		
FSR 630B-Cohutta Springs*	0.8		Intersection of paved Mill Creek Road to gate	1, 2, 4, 5		
FSR 631-Tatum Lead*	2.0		U.S. Hwy 52 intersection to last private landowner		1 2 5	\$800 \$300 \$1512

\*Denotes roads with residences or access to residences

+County conducts mtc (all activities) multiple times each year for all of FSR 18 and 2.4 miles of FSR 68

#Conduct maintenance activities from MP 0 to MP 2.0 (Windy Gap Trailhead)

Routine Maintenance: 1-blading (\$400/mile), 2-ditching (\$150/mile), 3-clean culverts (\$150/mile), 4-mowing (\$350/mile), 5-spot gravel/spread (\$28/ton), 6-signage (\$200/mile), 7-culvert install (labor cost is dependent on distance from County Road Department; 18" culvert-\$9.78/ft; 24" culvert-\$12.85/ft; 36" culvert-\$19.08/ft)

## ATTENDANCE:

**COMMISSIONER MEETING DATED:**

May 1, 2018