

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.

TENATIVE AGENDA

1. Call to Order
 2. Approval of Minutes of Prior Meetings
 3. Approval of Agenda
 4. New Business
-
- A. Approval of the Murray County Land Use and Development Planning Commission meeting minutes
 - B. Amendment: Murray County Code Chapter 54, Article IV, use of county roads by hauling and logging operations – 2nd Reading
 - C. Amendment: Murray County Code, Chapter 54, Article III, Section 54-51, and 54-56, Driveway installation/use – 1st 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.

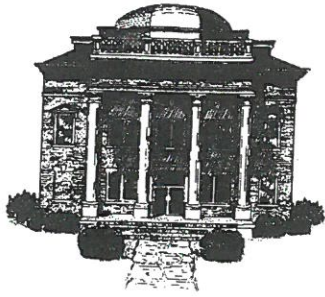
Dear Mr. Harrison:

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, which appears to read "Greg Hogan". The signature is fluid and cursive.

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

April 24, 2018

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

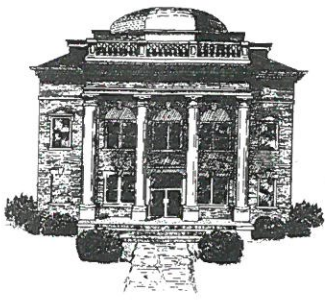
Mr. Hogan,

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,

A handwritten signature in black ink, appearing to read 'Heath Harrison', is written over a horizontal line.

Heath Harrison, Vice Chairman



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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.

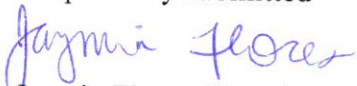
The Chairman opened the second item of new business which was the Re-Classification of property from Agriculture to Industrial on Smyrna Church Rd., Land Lot 10 and District 8 of Murray County consisting of 382 acres identified as Tax Parcel 0051-017, owned by Industrial Development Authority.

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@murraycountygga.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.

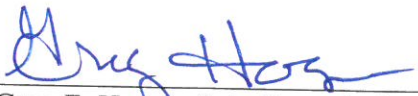
Any person violating any of the provisions of this article shall be liable to fine and/or injunctive relief or any other legal procedure authorized by law. Any fine imposed shall be as provided in section 1-19 of this Code.

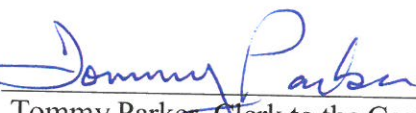
Secs. 54-187—54-242. - Reserved.

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 E. Hogan, Sole Commissioner

Attest: 
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 1st 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.

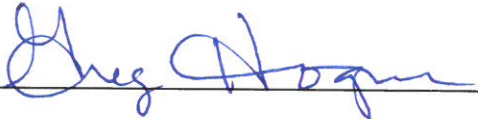
- d. The definition of “**Evidential Breath Testing Device** (EBT)” is modified to include reference to the list of approved devices as listed on ODAPC’s website.
- e. The definition of “**Substance Abuse Professional** (SAP)” will be modified to include reference to ODAPC’s website. The fully revised 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:

 05-01-18

Murray County
Recreation Board

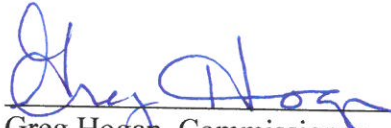
Georgia, Murray County

Board Appointment

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

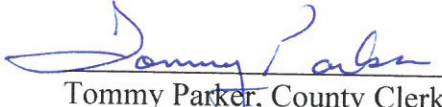
Term
Jan. 1, 2018 – Dec. 31, 2022

Date Appointed
May 1, 2018



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County Georgia

Murray County
Recreation Board

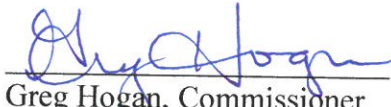
Georgia, Murray County

Board Appointment

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

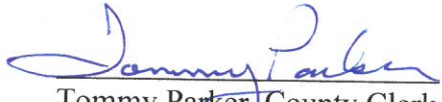
Term
Jan. 1, 2018 – Dec. 31, 2022

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]

SPLOST

Vehs / Pub. Works Eg

Ford Explorer

Proj 302-1100-18-01

[Signature]

CNCP530

VEHICLE ORDER CONFIRMATION

01/12/18 11:52:43

Dealer: 1711

2018 EXPLORER 4-DOOR

Page: 1

Order No: 0011 Priority: CT Ord PIN: QF957 Order Type: 5B Price Type: 51
 Ord Code: 100A Cust/Flt Name: MURRAY COUNTY PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8B 4DR 4WD BASE	\$34140	\$32945.00	SP FLT ACCT CR		
.112.6" WB			FUEL CHARGE		
Y7 OXFORD WHITE			B4A NET INV FLT OPT	NC	
CLOTH BUCKET			PRICED DORA	NC	
L MED LT STONE			DEST AND DELIV	995	995
100A EQUIP GRP			TOTAL BASE AND OPTIONS	35895	32114.08
.18" PNTD ALUM			TOTAL	35895	32114.08
998 .3.5L V6 TIVCT	NC	NC	*THIS IS NOT AN INVOICE*		
44J .6-SPD AUTO TRAN	NC	NC			
.P245/60R18 A/S					
16N FLOOR LINERS	120	114.00			
94D DAYTIME RUN IMP	45	42.00			
96R RUNNING RIDG BLK	525	565.00			
FLEX-FUEL					
SP DLR ACCT ADJ		(1395.00)			

*Explorer**Commissioner*

F1-Help

F2-Return to Order

F3/F12-Veh Ord Menu

F4-Submit

F5 Add to Library

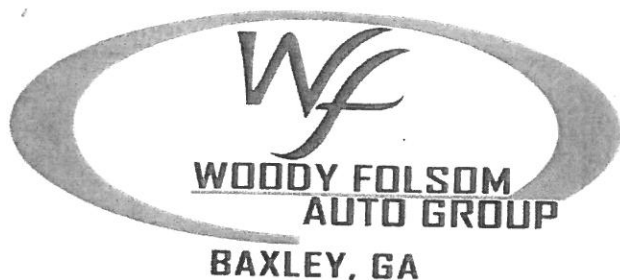
S000 PRESS F4 TO SUBMIT

2000 95

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 [Signature]
 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 Vchrs./Eg Patrol Car Proj 304-3306-18-01 <u>[Signature]</u>			
TOTAL			

Date Received 2-23-18 This price includes free delivery.
 Vendor # 22212
 Due Date 2-26-18
 Acct # 420-4200-29304
 PO # _____
 Approved to be paid out of
 General Fund [Signature]
 By: [Signature]

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"



PURCHASER'S NAME MURRAY COUNTY COMMISSIONER **SOC SEC NO.** **DATE** 4/26/2018
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 ☒ **NEW** ☐
FOR THE FOLLOWING ☐ **USED** ☐
YEAR 2018 **MAKE** FORD **MILEAGE**
MODEL OR SERIES F150 SUPER **BODY TYPE** **ENGINE TYPE**
COLOR WHITE **TRIM** **SALESMAN** Jonathan MacLean Kidd
M.V.I. OR SERIAL NO. 1FTEX1EB9JFC69122

STOCK NO.
187135

CASH DELIVERED PRICE OF VEHICLE \$24,064.16

ACCESSORIES \$

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

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 **DATE** 4/27/2018
PURCHASER'S ADDRESS PO BOX 1122 **BIRTH DATE**
CITY, STATE & ZIP CHATSWORTH, GA 30705 **AGE** **RESIDENCE PHONE**
BUSINESS PHONE (706) 695-2412

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER ☒ **NEW** ☐ **STOCK NO.**
FOR THE FOLLOWING ☐ **USED** ☐ 18T122
YEAR 2018 **MAKE** FORD **MILEAGE** 75
MODEL OR SERIES F550 SUPER **BODY TYPE** **ENGINE TYPE**
COLOR RED **TRIM** **SALESMAN** Jonathan MacLean Kidd
M.V.I. OR SERIAL NO. 1FD0X5HY8JEC20599

CASH DELIVERED PRICE OF VEHICLE \$ 44,556.42

ACCESSORIES \$

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 \$ 44,556.42

ALLOWANCE FOR TRADE-IN N/A

TRADE DIFFERENCE 44,556.42

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 \$ 44,556.42

CASH WITH ORDER N/A

CASH BALANCE DUE ON DELIVERY \$ 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

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** 0 **RESIDENCE PHONE**
BUSINESS PHONE (706) 695-2413

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER ☒ **NEW** ☐ **STOCK NO.**
FOR THE FOLLOWING ☐ **USED** ☐ 18T120
YEAR 2018 **MAKE** FORD **MILEAGE** 75
MODEL OR SERIES F550 SUPER **BODY TYPE** **ENGINE TYPE**
COLOR RED **TRIM** **SALESMAN** Jonathan MacLean Kidd
M.V.I. OR SERIAL NO. 1FD0X5HY4JEC20597

CASH DELIVERED PRICE OF VEHICLE \$ 44,556.42

ACCESSORIES \$

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 \$ 44,556.42

ALLOWANCE FOR TRADE-IN N/A

TRADE DIFFERENCE 44,556.42

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 \$ 44,556.42

CASH WITH ORDER N/A

CASH BALANCE DUE ON DELIVERY \$ 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

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.



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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) 695-2412

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER ☒ NEW ☐ STOCK NO. 187121
FOR THE FOLLOWING ☐ USED ☐

YEAR 2018 MAKE FORD MILEAGE 75

MODEL OR SERIES F550 SUPER BODY TYPE ENGINE TYPE

COLOR RED TRIM SALESMAN Jonathan MacLean Kidd

M.V.I. OR SERIAL NO. 1FDOX5HY6JBC20598

CASH DELIVERED PRICE OF VEHICLE

\$ 44,556.42

ACCESSORIES

\$

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

\$ 44,556.42

ALLOWANCE FOR TRADE-IN

N/A

TRADE DIFFERENCE

44,556.42

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

\$ 44,556.42

CASH WITH ORDER

N/A

CASH BALANCE DUE ON DELIVERY

\$ 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

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 DATE 4/27/2018
PURCHASER'S ADDRESS PO BOX 1129 BIRTH DATE _____
CITY, STATE & ZIP CHATSWORTH, GA 30705 AGE 0 RESIDENCE PHONE _____
BUSINESS PHONE (706) 695-2413

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER ☒ NEW ☐ STOCK NO. 18T117
FOR THE FOLLOWING ☐ USED ☐
YEAR 2018 MAKE FORD MILEAGE 75
MODEL OR SERIES F550 SUPER BODY TYPE _____ ENGINE TYPE _____
COLOR RED TRIM _____ SALESMAN Jonathan MacLean Kidd
M.V.I. OR SERIAL NO. 1FDOX5HY2JEC20596

CASH DELIVERED PRICE OF VEHICLE \$ 44,556.42

ACCESSORIES \$ _____

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 \$ 44,556.42

ALLOWANCE FOR TRADE-IN N/A

TRADE DIFFERENCE 44,556.42

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 \$ 44,556.42

CASH WITH ORDER 3,000.00

CASH BALANCE DUE ON DELIVERY \$ 41,556.42

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: [Signature] TITLE: _____

PURCHASER'S SIGNATURE [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.

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 of 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: Jonny Farber
Clerk of Commission/County

MURRAY COUNTY, GEORGIA

By: [Signature]

Sole Commissioner



Attest: Will D. McLaughlin
Secretary - Treasurer

GEORGIA PORTS AUTHORITY

By: [Signature]

Chairperson

Consented to by:

By: [Signature]

Gary Langford
Murray County Sheriff

**MODIFICATION OF GRANT OR AGREEMENT**PAGE OF
PAGES

1

1. U.S. FOREST SERVICE GRANT/AGREEMENT
NUMBER:

17-RO-11080300-016

2. RECIPIENT/COOPERATOR GRANT or
AGREEMENT NUMBER, IF ANY:

3. MODIFICATION NUMBER:

1

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):Chattahoochee-Oconee National Forest
1755 Cleveland Highway
Gainesville, GA 305015. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):Conasauga Ranger District
3941 Hwy 76
Chatsworth, GA 307056. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip
+ 4, county):Murray County, GA
P.O. Box 1129
121 North 4th Avenue
Chatsworth, GA 307057. 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.

CHANGE IN PERFORMANCE PERIOD:

CHANGE IN FUNDING: FY 18; \$17,000.00 obligation. This is in addition to the original agreement in the amount
of \$18,170.60.

ADMINISTRATIVE CHANGES:



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):**

Revised Scope of Work



Revised Financial Plan



Other: Schedule A

11. SIGNATURESAUTHORIZED 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

04/17/18

11.C. U.S. FOREST SERVICE SIGNATURE

(Signature of Signatory Official)

11.D. DATE
SIGNED

11.E. NAME (type or print): GREG HOGAN

11.F. NAME (type or print): BETTY JEWETT

11.G. TITLE (type or print): MURRAY CO COMMISSIONER

11.H. TITLE (type or print): FOREST SUPERVISOR



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-Peebles*	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 st 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

Donna Flood

Barry R. Chisholm

Billy Childers

Share So

Shane Smith

Chuck Hamby

[Signature]

Filza Copeland

Anthony Nolas

Anthony Noles

Milk Extra

Mike Etheridge



D. Barnes