

Murray County
Commissioner's Meeting
November 6th 2018

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday November 6, 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: Code of Murray County, Chapter 18, Article V, solar energy systems: siting, construction, de-commissioning, etc. 2nd reading
- C. Grant Award: U.S. Dept of Justice, \$17,836 for Conasauga Circuit Mental Health Court
- D. Amendment: Code of Murray County, Chapter Appendix B, commercial livestock
- E. Contract: purchase of real estate for additional fire station
- F. Amendment: 2018 Budget

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

October 19, 2018

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

RE: Murray County Land Use Planning Commission Meeting October 16, 2018.

Dear Mr. McDaniel:

I have reviewed the actions of the Commission taken at the October 16, 2018 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

Greg Hogan,
County Commissioner

**AMENDMENT
TO
THE CODE OF MURRAY COUNTY**

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

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

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

Under Chapter 18, Buildings and Building Construction, add Article V, Solar Energy Systems, to read as follows:

ARTICLE V. SOLAR ENERGY SYSTEMS

Sec. 18-205 Purpose & Intent

The purpose of this Ordinance is to facilitate the siting, construction, installation, operation, maintenance, and decommissioning of solar energy systems (“SESSs”) in Murray County in a manner that encourages local economic development and protects the health, safety, and welfare of the citizens of Murray County, and at the same time mitigates any adverse impacts to wildlife, agricultural lands, forests, and other natural landscapes. The intent of Murray County is to increase energy security and diversify the energy portfolio, to promote the use of Georgia-based energy resources, to decrease the cost of energy, to bolster local economic development and employment prospects, to increase consumers’ choices in energy consumption, to encourage the use of a renewable energy resource, to support Georgia’s sustainability agenda, and to reduce air and water pollution. The intent of Murray County is not to compromise or contradict the safety, health, or environmental requirements contained in other federal, state, and local laws and regulations.

Sec. 18-206. Applicability.

- (1) This Ordinance applies to the siting, construction, installation, operation, maintenance, and decommissioning of any new SES within the jurisdiction of Murray County.
- (2) Any SES that, prior to the effective date of this Ordinance, (1) is currently in operation, (2) has received approval from Murray County to operate, or (3) is being constructed, if no such approval was required, shall be exempt from complying with this Ordinance, unless:
 - a. the acreage of land occupied by the SES is increased by more than 10%; or
 - b. more than 10% of the solar panels on the SES are replaced.
- (3) Unless otherwise expressly stated herein, an SES shall still comply with all applicable federal, state, and local laws and regulations, including the requirements of the Murray County zoning ordinance.

Sec. 18-207. Definitions

Ordinance means this solar ordinance.



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

Commissioner Greg Hogan
Murray County
P.O. Box 1129
Chatsworth, GA 30705-1129

Dear Commissioner Hogan:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$17,836 for Murray County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Linda L. Hill, Program Manager at (202) 353-9196; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures

**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 the Murray County Code, and

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

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

Under Appendix B, Zoning, Article III, Section 3.1, Definitions, add Confined Feeding Operation and shall read as follows:

Confined Feeding Operation. Confinement of 50 or more animals in buildings or lots with less than 50 percent ground cover for a period of 45 days or more over a 12-month period.

Under Appendix B, Zoning, Article III, Section 3.1, Definitions, add Farm Dwelling and shall read as follows:

Farm Dwelling. Any residence owned or occupied by the farm owners, operators, tenants, or seasonal or year-around hired workers.

Under Appendix B, Zoning, Article III, Section 3.1, Definitions, add Manure Storage Structure and shall read as follows:

Manure Storage Structure. A structure, either covered or uncovered, used to store manure from a Confined Feeding Operation, which has walls and a floor constructed of concrete, concrete block, wood, steel, or similar materials.

Under Appendix B, Zoning, Article III, Section 3.1, Definitions, add Producer and shall read as follows:

Producer. The owner or operator of the Confined Feeding Operation.

Under Appendix B, Zoning, Article III, Section 5.1, Establishment of Districts, add Commercial Agriculture and shall read as follows:

CA Commercial Agriculture

Under Appendix B, Zoning, Article III, Section 5.1, Establishment of Districts, add section 5.1.1 Commercial Agriculture and shall read as follows:

5.1-1(1) *Commercial agriculture district (CA).* This district is designed to accommodate a large-scale farming operation geared toward production of crops, livestock and confined feeding operations, for commercial purposes with widespread distribution to wholesalers or retail outlets. Permitted and conditional uses shall be as provided in Table 6.4.

Under Appendix B, Zoning, Chapter 2, Land Use District Ordinance, Article VI, Table 6.1, District, Area yard and Height Requirements, Land Use District AG Agriculture, Minimum lot Size to read as follows:

5 Acres. (yard and height requirements shall remain as is).

CONTRACT FOR PURCHASE OF REAL ESTATE

THIS CONTRACT FOR PURCHASE OF REAL ESTATE ("Contract") is entered into and made effective this _____ day of October, 2018 ("Effective Date") between Tony L. Kendrick and Karen R. Kendrick ("Seller"), and Murray County, Georgia ("Buyer").

Upon execution of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist. The terms and conditions of this Contract shall be as follows:

1. **SALE:** Seller agrees to sell and convey to Buyer by warranty deed (the "Deed") and Buyer agrees to purchase the real property having a street address of 1583 Tom Terry Road, Chatsworth, GA 30705 and Tax Parcel Number of 0064D-118 (the "Property") described on Exhibit "A" attached hereto, together with all rights, easements and appurtenances belonging and appertaining thereto which Seller owns. Seller agrees to convey good and marketable title to the Property upon payment of the Purchase Price (as defined below).

2. **PURCHASE PRICE:** The purchase price is \$260,000.00 (the "Purchase Price"), payable by Buyer as follows:

(a) Within three (3) business days after this Contract is last executed, Twenty Six Thousand Dollars (\$26,000.00) shall be deposited as earnest money and part payment of the Purchase Price (the "Earnest Money Deposit") with the Seller.

(b) The balance of the Purchase Price, in full, shall be paid to Seller, in immediately available funds, upon delivery of the Deed at Closing (as defined below).

3. **TITLE:** Buyer, within thirty (30) days of the Effective Date of this Contract, shall obtain a commitment (the "Title Commitment") for a standard Owners Title Insurance Policy (Owner's Policy ALTA 6-17-06) (the "Title Policy") insuring Buyer in the amount of the Purchase Price as of the date of the recording of the Deed, subject only to reasonable utility easements, right of way agreements, zoning ordinances, and building restrictions of record, if any, which do not hinder Buyer's intended plans for the Property. Buyer shall have fourteen (14) days after having received the Title Commitment in which to have the Title Commitment examined and furnish Seller notice in writing of any objections to the title. In case of valid objections to the title, Seller shall have ten (10) days or such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. Buyer reserves the right to make further objections to any additional title matters arising between the effective date of the Title Commitment and the date of Closing, and if said further objections to the title are valid, Seller shall have such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. If such valid objections cannot be satisfied within the time specified in this paragraph, Buyer may elect to terminate this Contract by written notice to Seller, whereupon the Earnest Money Deposit shall be returned to Buyer, and this Contract shall be of no further force and effect and no party hereto shall have any further right, duties, claims or liabilities hereunder. The cost of title insurance shall be the responsibility of Buyer and shall be charged to Buyer at Closing. Buyer shall have the right, at Buyer's sole cost and

FY 2018 Budget Amendment

General Fund

Revenue	Account#	Account	Date	Original Budget	Amendment	Amended Budget
	100-034-34200-34200-342932	Port Auth. Reimb.	10/31/18	0	108,584	108,584
				<u>0</u>	<u>108,584</u>	<u>108,584</u>

Expenses	Account#	Account	Date	Original Budget	Amendment	Amended Budget
	100-100-01555-00051-512400	Retirement Contrib.	10/31/18	1,025,616	11,634	1,037,250
	100-100-03300-00051-511112	Ga. Port	10/31/18	2,058,000	91,133	2,149,133
	100-100-03326-00051-511112	Ga. Port	10/31/18	2,342,600	5,817	2,348,417
				<u>5,426,216</u>	<u>108,584</u>	<u>5,534,800</u>

Greg Hogan
Murray County Commissioner

Tommy Parker
County Clerk

Date