

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday July 2, 2019 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 Murray County Land Use and Development Planning Commission Meeting minutes
 - B. Resolution: Appointing an agent to inspect abandoned mobile homes
 - C. Capital Purchase: 2007 Star Craft passenger bus, \$29,365, to be reimbursed by Georgia 4-H
 - D. Contract: HCC Life Insurance Co. Inmate stop-loss coverage
 - E. Contract: Administrative Solutions, Inc. Inmate medical plan administration

Adjourn

Commissioner Available for Questions or Comments

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday July 2, 2019 at 9:00 a.m. in the hearing room of the Murray County Annex.

Commissioner Hogan called the meeting to order and welcomed those in attendance.

By signature and execution, the minutes of June 2019 were approved.

Under new business the following items were addressed and approved.

***A. Approval of Murray County Land Use and Development Planning Commission
Meeting minutes June 2019 (documents are stored in the 2019 Auxiliary Files)***



**MURRAY COUNTY
COMMISSIONER'S OFFICE**

P.O. Box 1129 • 121 North 4th Ave., Chatsworth, GA 30705

Telephone 706-517-1400 • Fax 706-517-5193

www.murraycountyga.org

July 2, 2019

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

RE: Murray County Land Use Planning Commission Meeting June 18, 2019.

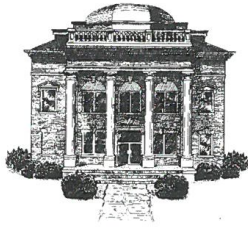
Dear Mr. McDaniel:

I have reviewed the actions of the Commission taken at the June 18, 2019 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

A handwritten signature in blue ink, appearing to read "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

June 24, 2019

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

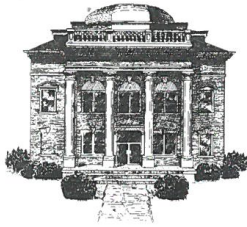
Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of June 18, 2019. Upon review, your approval/ and or comments would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "DD McDaniel", is written over the typed name.

David McDaniel



MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893
dbarnes@murraycountyga.gov

Minutes

Murray County Land Use Planning Commission Meeting

June 18, 2019

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

The first order of business on the agenda was to approve the agenda. Mr. Harrison made a motion to approve the Agenda as written. Mr. Wilson seconded the motion. The motion carried.

The next order of business was to approve the minutes of the last meetings. Mr. Dunn made the motion to approve the minutes as written. Mr. Harrison seconded the motion. The motion carried.

There was no old business. New business was next on the agenda. Item one of new business was the Re-Classification of property located at 128 Sugar Hollow, Land lot 31, District 25, Map and Parcel 0089 018, consisting of 2 acres, owned by Robert Reynolds. The Chairman asked Mr. Barnes if this proposal was in order for granting. Mr. Barnes stated the area is a mixed-use area. Mr. Reynolds would like to rezone his property in order to build a smaller home. Mr. Barnes also stated that he sees no problem with this as long as Mr. Reynolds constructs a home because of where it is situated between similar homes in that area. Everything across the road is already zoned Rural Residential.

The Chairman asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had.

Mr. McDaniel asked Mr. Reynolds to proceed with his presentation.

Mr. Reynolds stated that he would like to build a one thousand square foot home Instead of a one thousand two hundred square foot home. He also stated he has his house plans and the bids on the rafters. He is debating on the floor whether to use two by eights or the new wood I's. He stated he prefers two by tens. If he does use them, he would have to add another pier. He may come out better to use the wood I's. He stated he has his septic tank permit and a tap for water.

Mr. McDaniel asked Mrs. Ellis to enter the proposal into the record.

Mr. McDaniel asked if there was anyone there in favor of this proposal who wished to address the Counsel. There was no one. He then asked if there was anyone who was opposed. There was no one.

The Chairman closed the public portion of the meeting for Council discussion.

Mr. Dunn made a motion to approve this request. Mr. Wilson seconded the motion. The motion carried.

The next item on the agenda was Re-Classification of Property located on Land Lot 298, District 9 of Murray County. Located at 1099 Bishop Pond Road. Consisting of 4.42 acres owned by Robert Winkler, from Agricultural to Rural Residential. The Chairman asked if Mr. Winkler was present. Mr. Winkler was present.

Mr. McDaniel asked Mr. Barnes if this proposal was in order for granting. Mr. Barnes stated that the proposal was in order for granting. He further stated that this is a mixed-use area with Suburban Residential, Rural Residential and Agricultural Properties. Mr. Winkler has over thirty acres and is looking to give his son a little over four acres next door to Murray Springs subdivision. Mr. Barnes stated approval is recommended.

The Chairman asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. Mr. McDaniel asked Mrs. Ellis to enter the proposal into the record. He then asked Mr. Winkler to proceed with his presentation.

Mr. Winkler stated that what Mr. Barnes had done a pretty good job that was basically it. This property is part of a larger tract and he wants to cut 4.42 acres out and deed it to one of his boys for a future home.

Mr. McDaniel asked Mrs. Ellis to enter the proposal into the record.

Mr. McDaniel asked if there was anyone there in favor of this proposal who wished to address the Counsel. There was no one. He then asked if there was anyone opposed wishing to address the Counsel.

Bill Myers of 270 Club Trail, stated that he was not necessarily opposed but did have some questions and concerns. He presently lives immediately behind Mr. Winkler's eldest son. He wanted to know how the property is going to be developed. Mr. Winkler stated his son is at some point going to build himself a home on the property and live there. Mr. Winkler also stated that this property is not on the same end as Mr. Myers. This property is on the far East corner. Mr. Myers stated the son he lives next to is a great neighbor. He stated that he is just nervous about what is going to go back there. He also stated he doesn't want a mobile home back there.

The Chairman closed the public portion of the meeting for Council discussion. Mr. Wells wanted to know the reason Rural Residential was requested instead of Suburban Residential. Mr. Winkler stated the only reason is, so his single son could build a smaller home. Mr. Dunn inquired if the home that would be built will be under twelve hundred square feet. Mr. Winkler stated right now his son is twenty-eight and single he doesn't need a big house. Mr. Dunn stated if the property is zoned Rural Residential Mr. Winkler could put a mobile home on the property. He also stated if the property is zoned Suburban Residential there could be no mobile home on the property. Mr. Barnes stated that Mr. Dunn was correct. He also stated the reason for Rural Residential being requested was not for a mobile home. The request is so Mr. Winkler's son can build a smaller home. Mr. Wells asked if the 4.42 acres is the only part being proposed for a zone change. Mr. Barnes stated 4.42 acres is all that is being requested for re-zone. Mr. McDaniel stated that if the property should change hands outside of the family that would open the property up for a mobile home. Mr. Barnes stated the property is currently zoned Agricultural which also allows mobile homes. The only difference would be under the Agricultural rule is the minimum lot size would be five acres or he could have up to five residential dwellings on the same property. Mr. Barnes also stated this does not change anything except the size requirement for the home. Mr. McDaniel asked Mr. Winkler if he was opposed to Suburban Residential. Mr. Winkler stated that he was opposed only for the size requirement.

Mr. Dunn made the motion to approve this request. Mr. Harrison seconded the motion. The motion carried.

The last item on the agenda was Re-Classification of Property located on Land Lot 276, District 27 of Murray County. Located at 35 Lost Silver Mine Road. Consisting of 12 Acres owned by Robert Choate. Mr. McDaniel asked Mrs. Ellis if all proper notices had been sent. Mrs. Ellis stated they had. Mr. McDaniel asked Mr. Barnes if the proposal was in order for granting. Mr. Barnes stated the proposal was in order for granting. He stated that the area is largely undeveloped and bordered by Government forest land. He also stated approval is recommended. The Chairman asked if Mr. Choate was present. Mr. Choate stated he and Mrs. Choate were present. The Chairman asked Mr. Choate to begin with his presentation.

Mr. Choate stated he wanted to put barns on the front of the property. He also stated he has a five-year plan to plant trees and develop an orchard. His ten-year plan consists of building a residence on the property. He also stated that his placement of the barn and home are opposite from the norm.

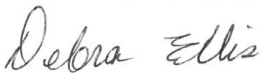
Mr. McDaniel asked if there was anyone there in favor of this proposal who wished to address the Counsel. There was no one. He then asked if there was anyone opposed wishing to address the Counsel. There was no one.

The Chairman asked Mrs. Ellis to enter the proposal into the record He then closed the public portion of the meeting for Counsel discussion and a motion.

Mr. Wilson made the motion to approve the proposal. Mr. Harrison seconded the motion. The motion carried.

Mr. Harrison made the motion to adjourn the meeting. Mr. Wells seconded the motion. The meeting was adjourned at 7:21 pm.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Debra Ellis".

Debra Ellis
Land Use Secretary

B. Resolution: Appointing an agent to inspect abandoned mobile homes (documents are stored in the 2019 Auxiliary Files)

RESOLUTION OF THE MURRAY COUNTY SOLE COMMISSIONER
APPOINTING A LOCAL GOVERNMENT AGENT TO INSPECT
ABANDONED MOBILE HOMES PURSUANT TO
OCA §44-7-110 et seq.; AND FOR OTHER PURPOSES,
INCLUDING TO REPEAL ANY CONFLICTING RESOLUTIONS

WHEREAS, HB 381 became effective as of May 1, 2019, adding a new code section, OCA §44-7-110 et seq., known as the "Abandoned Mobile Home Act;" and

WHEREAS, said Act authorizes the Governing Authority to appoint a Local Government Agent, who is qualified to inspect an abandoned mobile home by demonstrating that he or she is qualified to determine if the abandoned mobile home is derelict or intact; and

WHEREAS, Mr. Shane Smith has been employed by the Murray County Tax Commissioner Office for 16 years and has demonstrated qualifications to determine the status of mobile homes in accordance with such statute.

NOW, THEREFORE, BE IT RESOLVED by the Sole Commissioner of Murray County that Shane Smith (ssmith@murraycountyga.gov) is hereby designated as the Local Government Agent, as set forth in OCA §44-7-110, et seq., until further action of the Governing Authority.

BE IT FURTHER RESOLVED, any resolution or portion thereof previously adopted by the Sole Commissioner in conflict with this Resolution are hereby repealed to the extent necessary to eliminate such conflict.

BE IT FINALLY RESOLVED that this Resolution shall become effective on the date of its adoption.

SO RESOLVED, this 2nd day of July, 2019.


Greg Hogan, Sole Commissioner


Tommy Parker, County Manager

BE IT FINALLY RESOLVED that this Resolution shall become effective on the date of its adoption.

SO RESOLVED, this 14th day of May, 2019.

Board of Commissioners of Whitfield County


R. Lynette Laughter, Chairman


Harold Brooker, Vice Chairman


Roger Crossen


Greg Jones


Barry W. Robbins

Attest:

Blanca Cardona, Clerk
(SEAL)

COPY

Resolution 2019-051719

Murray
RESOLUTION OF THE
WHITFIELD COUNTY BOARD OF COMMISSIONERS
APPOINTING A LOCAL GOVERNMENT AGENT TO
INSPECT ABANDONED MOBILE HOMES PURSUANT
TO OCA §44-7-110 et seq.; AND FOR OTHER
PURPOSES, INCLUDING TO REPEAL ANY
CONFLICTING RESOLUTIONS

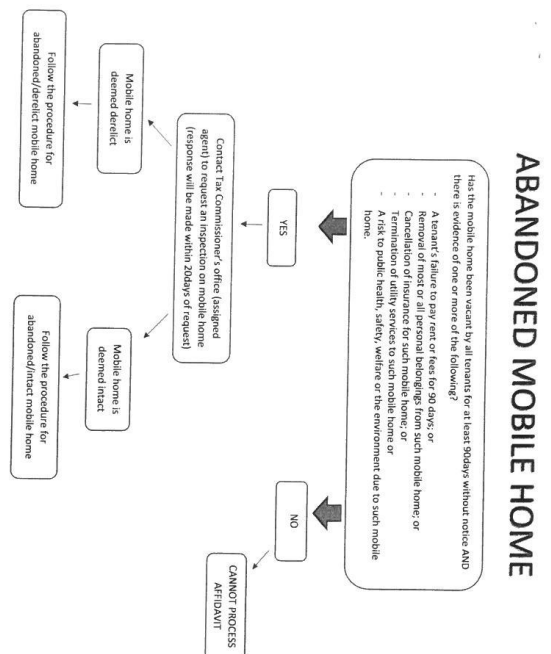
WHEREAS, HB 381 became effective as of May 1, 2019, adding a new code section, OCA §44-7-110 et seq., known as the "Abandoned Mobile Home Act;" and

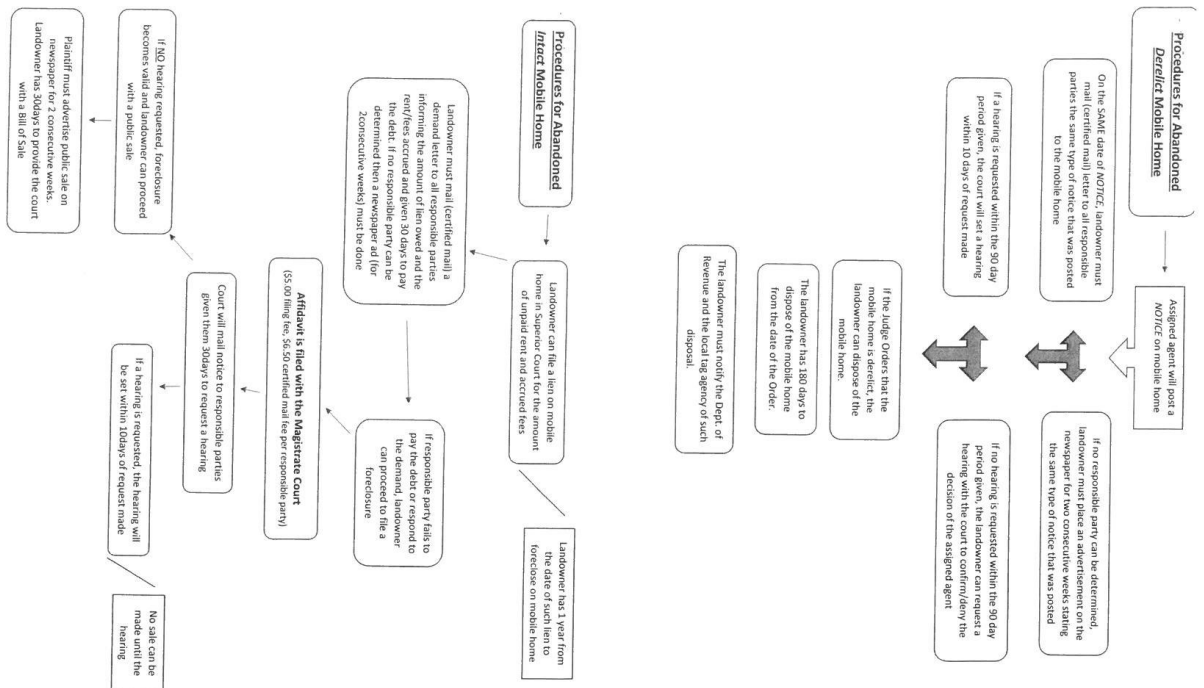
WHEREAS, said Act authorizes the Governing Authority to appoint a Local Government Agent, who is qualified to inspect an abandoned mobile home by demonstrating that he or she is qualified to determine if the abandoned mobile home is derelict or intact; and

WHEREAS, Mr. ~~Shane Smith~~ ^{Shane Smith} ~~Joel Gribble~~ ^{Joel Gribble} has been employed by the ~~Whitfield County Tax Commissioner's~~ ^{Whitfield County Tax Commissioner's} Office for ~~many years~~ ^{16 yrs} and has demonstrated qualifications to determine the status of mobile homes in accordance with such statute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Whitfield County that ~~Joel Gribble~~ ^{Shane Smith} (~~gribble@whitfieldcountyga.com~~ ^{ssmith@murraycountyga.gov}) is hereby designated as the Local Government Agent, as set forth in OCA §44-7-110, et seq., until further action of the Governing Authority.

BE IT FURTHER RESOLVED, any resolution or portion thereof previously adopted by the Board in conflict with this Resolution are hereby repealed to the extent necessary to eliminate such conflict.





Gov. Deal signs Abandoned Mobile Home Act

Page 1 of 3

NEWS	WEATHER	SPORTS	ABOUT US	COMMUNITY	COURTS	WATER LINE	SOUTH GA WEEKEND	Q
Carlisle Farm Specialist F-2 F...								Pair of 6.00X16 Heavy Duty B...
\$56.18								\$159.99

Gov. Deal signs Abandoned Mobile Home Act

118 381

NOTICE

DATE ISSUED _____

YOU ARE HEREBY NOTIFIED THAT THIS MOBILE HOME

MOBILE HOME MAKE _____ MODEL _____ COLOR _____

LOCATED AT _____

(ADDRESS OR DESCRIPTION OF LOCATION IF NO ADDRESS AVAILABLE)

HAS BEEN DEEMED ABANDONED AND DERELICT. YOU ARE ENTITLED TO A HEARING IN MAGISTRATE COURT (205 N SELVIDGE STREET DALTON, GA. 706.278.5052) TO CONTEST THIS DETERMINATION. IF YOU FAIL TO REQUEST A HEARING WITHIN 90 DAYS FROM THE DATE THAT APPEARS ON THIS NOTICE OR IF IT IS CONFIRMED BY A COURT THAT THIS ABANDONED MOBILE HOME IS DERELICT, THE OWNER OF THE LAND UPON WHICH THIS MOBILE HOME SITS SHALL BE ENTITLED TO DISPOSE OF THE MOBILE HOME.

By Whitley Arguebright | May 9, 2018 at 5:45 AM EDT - Updated August 14 at 2:15 AM

ALBANY, GA (WALB) - Landowners now have a new state law to help them clean up abandoned mobile homes.

Governor Deal signed the Abandoned Mobile Home Act, giving local governments more authority over blighted properties in their area.

Starting July 1, they will be able to appoint someone to take over the process and ensure owner's and lienholder's rights are protected.

MORE: Abandoned Mobile Home Act could have impact on South Georgians

Two South Georgia lawmakers, Darrel Ealum of Albany and John Corbett of Valdosta, helped write the legislation.

Ealum says it will help clean up 'old ugly eyesores' and gives landowners a voice they previously didn't have.

"Go and ask the city to have their inspectors go out and inspect these old homes. They declare them abandoned and in a very short period of time owners can get rid of them," said Ealum.

<https://www.walb.com/story/38145958/gov-deal-signs-abandoned-mobile-home-act/>

5/16/2019

Georgia Laws on Abandoned Mobile Homes

By: Molly Park

[Share](#)

[Tweet](#)

[Email](#)

[Related](#)

[Georgia Rules for Towing a Vehicle](#)

[LEARN MORE](#)

*** Comstock Images/Stockbyte/Getty Images
By: Molly Park

Whether you are buying a new property or are the landlord of a mobile home park, you cannot legally remove an abandoned mobile home without following certain steps outlined in Georgia law. Various forms must be filled out and submitted to the proper authorities to receive approval before you or a third party can legally remove the abandoned mobile home. This process is under the jurisdiction of the Georgia Department of Motor Vehicles, and all laws pertaining to the abandonment of mobile homes can be found in the state law code, the Official Code of Georgia Annotated.

Declaring Abandonment

Before any action can be taken to remove a mobile home, it must first be legally declared abandoned. According to state law, it must have been left at the dealership or repair shop for longer than 30 days, towed to different property by law enforcement and not claimed after 30 days, or left on personal property for at least 30 days.

If one of these scenarios applies, the landowner or holding agent can fill out form MV-603 at a Department of Motor Vehicles office. The DMV will then compile the names and addresses of former lessees or owners who might be responsible for abandoning their property. Any person who signs this form unlawfully—for example, if the mobile

home is not actually abandoned but he wants to remove it anyway--can be fined up to \$1,000 or sentenced to one year in jail.

Repair and Storage Facilities

If a mobile home is deemed abandoned in a repair or storage facility for longer than seven days, the facility must take several steps before removing it, according to state law. The facility must send a notice to the last known address, place an advertisement in the local papers for two weeks or place a notice at the county courthouse.

Public Sale

If the owner does not claim the mobile home or the owner cannot be located after 30 days, the county in which the mobile home has been abandoned has the legal right to sell the home. State law specifies that when a lien holder exists, the holding company must be contacted and allowed to sell the property at public auction. Proceeds of that sale go first toward satisfying the lien; any remaining funds are deposited into the county's general fund.

5/16/2019

HB 381 2017-2018 Regular Session

Georgia General Assembly

2017-2018 Regular Session - HB 381 Abandoned Mobile Home Act; enact

Sponsored By

(1) Corbett, John 174th (2) Ealum, Darrel 153rd (3) LaRiccia, Dominic 169th
(4) Shaw, Jason 176th (5) Watson, Sam 172nd

Sponsored In Senate By

Kennedy, John 18th

Committees

HC: Judiciary

SC: Judiciary

First Reader Summary

A BILL to be entitled an Act to amend Chapter 7 of Title 44 of the O.C.G.A., relating to landlord and tenant, so as to enact a new article to provide for the classification of abandoned mobile homes as derelict or intact for purposes of disposal or creation of liens; to provide for procedure for requesting classification of an abandoned mobile home as intact or derelict; to provide for notice; to provide for creation of a lien on abandoned mobile homes deemed to be intact; to provide the opportunity for a hearing to confirm classification as a derelict abandoned mobile home; to provide for court authority to order the disposal of abandoned mobile homes found to be derelict; to provide for the voluntary discharge of a tax lien upon a derelict mobile home by the state or a local governing authority; to provide for related matters; to repeal conflicting laws; and for other purposes.

Status History

May/01/2019 - Effective Date
May/07/2018 - Act 428
May/07/2018 - House Date Signed by Governor
Apr/05/2018 - House Sent to Governor
Mar/29/2018 - House Agreed Senate Amend or Sub
Mar/19/2018 - Senate Passed/Adopted By Substitute
Mar/15/2018 - Senate Third Read
Mar/15/2018 - Senate Read Second Time
Mar/14/2018 - Senate Committee Favorably Reported By Substitute
Feb/20/2018 - Senate Read and Referred
Feb/15/2018 - House Passed/Adopted By Substitute
Feb/15/2018 - House Third Readers
Feb/08/2018 - House Committee Favorably Reported By Substitute
Feb/17/2017 - House Second Readers
Feb/16/2017 - House First Readers
Feb/15/2017 - House Hopper

Votes

Mar/29/2018 - House Vote #836	Yea(164)	Nav(0)	NV(14)	Exc(2)
Mar/19/2018 - Senate Vote #627	Yea(53)	Nav(0)	NV(3)	Exc(0)
Feb/15/2018 - House Vote #513	Yea(164)	Nav(0)	NV(7)	Exc(9)

www.legis.ga.gov/Legislation/en-US/display/20172018/HB/381

1/2

5/16/2019

HB 381 2017-2018 Regular Session

Versions

HB 381/AP*
Sen tee sub LC 29 8040ERS
LC 39 1819ERS/hcs
LC 39 1819ERS/hs
LC 39 1569ER/a

www.legis.ga.gov/Legislation/en-US/display/20172018/HB/381

2/2

A BILL TO BE ENTITLED
AN ACT

1 To amend Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to
2 landlord and tenant, so as to enact provisions for the classification of abandoned mobile
3 homes as derelict or intact for purposes of disposal or filing of liens; to provide for a short
4 title; to provide for legislative intent; to provide for definitions; to provide for a procedure
5 for requesting classification of an abandoned mobile home as intact or derelict; to provide
6 for notice; to provide for a right to file a lien on abandoned mobile homes deemed to be
7 intact; to provide for the opportunity for a hearing to confirm classification as a derelict
8 abandoned mobile home; to provide for court authority to order the disposal of abandoned
9 mobile homes found to be derelict; to provide for a process to foreclose a lien on an
10 abandoned mobile home deemed to be intact; to provide for right to an appeal; to provide for
11 the public sale of an intact abandoned mobile home; to provide for the disposition of
12 proceeds from such public sale; to provide for a process to obtain certificate of title for
13 mobile homes purchased at public sale; to amend Code Section 15-10-2 of the Official Code
14 of Georgia Annotated, relating to general jurisdiction of magistrate courts, so as to provide
15 for jurisdiction of such courts relative to foreclosure of liens of abandoned mobile homes;
16 to provide for related matters; to provide for an effective date; to repeal conflicting laws; and
17 for other purposes.

18 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

19 Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to landlord and
20 tenant, is amended by adding a new article to read as follows:

ARTICLE 6

22 44-7-110.
23 This article shall be known and may be cited as the 'Abandoned Mobile Home Act.'

H. B. 381
- 1 -

18 HB 381/AP
60 (8) 'Mobile home' shall have the same meaning as set forth in Code Section 8-2-160 and
61 shall include a manufactured home.
62 (9) 'Responsible party' means any person with an ownership interest in an abandoned
63 mobile home as evidenced by the last payor of record as identified by a search of deeds
64 or instruments of title, and shall include any holder of a recorded lien or the holder of any
65 type of secured interest in such abandoned mobile home or a local government with a
66 claim for unpaid taxes.
67 44-7-111.
68 (a) At the request of a landowner, a local government agent shall be authorized to assess
69 the condition of such abandoned mobile home. Upon inspection, the local government
70 agent shall classify such abandoned mobile home as either intact or derelict and provide
71 documentation citing such determination to the requesting landowner within 20 days of
72 such request.
73 (b) If a local government agent determines an abandoned mobile home to be intact, a
74 landowner shall have a right to file a lien on such abandoned mobile home in the superior
75 court for the circuit where such abandoned mobile home is located and in the amount of
76 any unpaid rent as of the date on which such lien is filed and accrued fees. Such lien may
77 be foreclosed pursuant to the procedure set forth in Code Section 44-7-115.
78 (c) If a local government agent determines an abandoned mobile home to be derelict, such
79 agent shall post notice of such determination in a conspicuous location on such abandoned
80 mobile home. Such notice shall include a date of issuance and shall be in substantially the
81 following form:
82 "You are hereby notified that this mobile home (describe make, model, and color, if
83 known) located at (address or description of location) has been deemed abandoned and
84 derelict. You are entitled to a hearing in magistrate court to contest this determination.
85 If you fail to request a hearing within 90 days from the date that appears on this notice
86 or if it is confirmed by a court that this abandoned mobile home is derelict, the owner of
87 the land upon which this mobile home sits shall be entitled to dispose of the mobile
88 home."
89 (d)(1) Upon receipt of a determination that an abandoned mobile home is derelict by a
90 local government agent, and on the same date the notice required by subsection (c) of this
91 Code section is posted, a landowner shall send notice, which notice shall include a listing
92 of all responsible parties and last known addresses, to all responsible parties by registered
93 or certified mail or statutory overnight delivery. Such notice shall contain a description
94 of the abandoned mobile home, including the make of the mobile home, the location of
95 such mobile home, and the fact that such abandoned mobile home has been deemed

H. B. 381
- 3 -

18 HB 381/AP
25 44-7-111.
26 The General Assembly finds that abandoned mobile homes are a nuisance that cause blight
27 and depress property values. This article is intended to provide local governing authorities
28 with the authority to appoint an agent to determine the condition of mobile homes in order
29 for landowners to remove or restore abandoned mobile homes left on their property. It is
30 the further purpose of this article to provide landowners with the guidance necessary to
31 efficiently and properly identify and dispose of abandoned mobile homes in this state while
32 protecting the rights of any owner, lienholder, or other interested parties by performing a
33 due diligence search, notification, and hearing process.
34 44-7-112.
35 As used in this article, the term:
36 (1) 'Abandoned mobile home' means a mobile home that has been left vacant by all
37 tenants for at least 90 days without notice to the landowner and when there is evidence
38 of one or more of the following:
39 (A) A tenant's failure to pay rent or fees for 90 days;
40 (B) Removal of most or all personal belongings from such mobile home;
41 (C) Cancellation of insurance for such mobile home;
42 (D) Termination of utility services to such mobile home; or
43 (E) A risk to public health, safety, welfare, or the environment due to such mobile
44 home.
45 (2) 'Derelict' means an abandoned mobile home which is in need of extensive repair and
46 is uninhabitable and unsafe due to the presence of one or more of the following
47 conditions:
48 (A) Inadequate provisions for ventilation, light, air, or sanitation; or
49 (B) Damage caused by fire, flood, hurricane, tornado, earthquake, storm, or other
50 natural catastrophe.
51 (3) 'Dispose' means to destroy, recycle, or repurpose for use not as living quarters.
52 (4) 'Intact' means an abandoned mobile home which is in livable condition under
53 applicable state law and the building and health codes of a local governing authority.
54 (5) 'Landowner' means the owner of real property upon which a mobile home is located.
55 (6) 'Local government agent' means a person appointed by a local governing authority
56 who is qualified to inspect an abandoned mobile home by demonstrating that he or she
57 is qualified to determine if the abandoned mobile home is derelict or intact.
58 (7) 'Manufactured home' shall have the same meaning as set forth in Code
59 Section 8-2-160.

H. B. 381
- 2 -

18 HB 381/AP
96 derelict. Such notice shall include a statement that such responsible party is entitled to
97 request a hearing in magistrate court within 90 days from the date that appears on such
98 notice to contest the determination that such abandoned mobile home is derelict and that
99 failure to request such hearing within 90 days of receipt of such notice shall entitle such
100 landowner to dispose of the derelict mobile home.
101 (2) If no responsible party can be ascertained, the landowner shall place an advertisement
102 in a newspaper of general circulation in the county where such mobile home is located;
103 if there is no newspaper in such county, shall post such advertisement at the county
104 courthouse in such place where other public notices are posted. Such advertisement shall
105 run in the newspaper once a week for two consecutive weeks or shall remain posted at
106 the courthouse for two consecutive weeks. The advertisement shall contain a description
107 of the mobile home, including the make of the mobile home, the location of such mobile
108 home, and the fact that such mobile home has been deemed derelict. Such advertisement
109 shall include a statement that such responsible party is entitled to request a hearing in
110 magistrate court by a date certain and the advertisement shall state the specific end date
111 to contest the determination that such abandoned mobile home is derelict and that failure
112 to request such hearing by such date shall entitle such landowner to dispose of the derelict
113 mobile home.
114 (c) Neither the local governing authority nor the local government agent shall bear any
115 liability with respect to any lawful actions taken to make a determination that a mobile
116 home is abandoned or derelict.
117 44-7-114.
118 (a) Within the 90 day period described in Code Section 44-7-113, a responsible party, or
119 after the expiration of such 90 day period, a landowner shall petition a magistrate court to
120 hold a hearing to confirm or deny the decision of a local government agent that an
121 abandoned mobile home is derelict. If a petition is filed pursuant to this Code section, a
122 hearing on such issue shall be held within ten days of the filing of such petition.
123 (b) The court shall hear evidence of the condition of the abandoned mobile home, which
124 may include introduction of a copy of the determination from the local government agent,
125 and whether the notice provisions set forth have been met.
126 (c) If after a full hearing, the court determines the abandoned mobile home to be derelict,
127 the court shall issue an order finding such mobile home to be derelict and authorizing the
128 landowner to dispose of such derelict mobile home. A landowner issued such order shall
129 dispose of such derelict mobile home within 180 days of the date of such order. Within 30
130 days of disposal of a derelict mobile home, the landowner shall notify the Department of

H. B. 381
- 4 -

18 HB 381/AP
131 Revenue and local tag agent of such disposal and such department shall cancel the
132 certificate of title for such derelict mobile home, if such certificate exists.

133 44-7-115.
134 Notwithstanding any conflicting provisions in Code Section 44-14-249, all liens acquired
135 upon an abandoned mobile home or intact mobile home under Code Section 44-7-113 shall
136 be foreclosed as follows:
137 (1) Any proceeding to foreclose a lien on an abandoned mobile home determined to be
138 intact by a local government agent shall be instituted in the magistrate court of the county
139 where such mobile home is located within one year from the time the lien is recorded;
140 (2) The person desiring to foreclose a lien on an abandoned mobile home determined to
141 be intact by a local government agent shall, by certified or registered mail or statutory
142 overnight delivery, make a demand upon the responsible party in the amount of the lien
143 and for the payment of rent and fees accrued after the filing of the lien; provided that the
144 amount of such rent shall not exceed \$3.00 per day. If the responsible party cannot be
145 located, notice shall be published in a newspaper of general circulation for two
146 consecutive weeks;
147 (3)(A) If, within 30 days of delivery to the appropriate address of the written demand
148 required by paragraph (2) of this Code section or within 30 days after the last
149 publication in a newspaper, the responsible party fails to respond to such demand or
150 refuses to pay, or if the responsible party cannot be ascertained, the landowner may
151 move to foreclose such lien. The person asserting such lien may move to foreclose by
152 making an affidavit to a magistrate court showing all facts necessary to constitute such
153 lien and the amount claimed to be due. Such affidavit shall aver that the notice
154 requirements of Code Section 44-7-113 have been complied with, and such affidavit
155 shall also aver that a demand for payment has been made and refused or that the
156 identity of the responsible party cannot be ascertained. The landowner shall verify the
157 statement by oath or affirmation with a signature affixed thereto.
158 (B) In addition to the filing fees required by Code Section 15-10-80, the fee for filing
159 such affidavit shall be \$5.00 per abandoned mobile home upon which a lien is asserted;
160 (4)(A) Upon the filing of such affidavit, the person asserting such lien shall give the
161 clerk or judge of the court the address. If known, of all responsible parties and the clerk
162 or judge of the court shall serve notice informing such responsible parties of a right to
163 a hearing to determine if reasonable cause exists to believe that a valid debt exists; that
164 such hearing shall be petitioned for within 30 days of receipt of such notice; and that,
165 if no petition for such hearing is filed within the time allowed, the lien shall

H. B. 381
- 5 -

18 HB 381/AP
203 to remain in possession of the mobile home. The responsible party shall also be required
204 to pay all future rent into the registry of the court as it becomes due in such amounts
205 specified in paragraph (2) of this Code section until the issue has been finally determined
206 on appeal.

207 44-7-116.
208 (a)(1) As used in this subsection, the term "public sale" means a sale:
209 (A) Held at a place reasonably available to persons who might desire to attend and
210 submit bids;
211 (B) At which those attending shall be given the opportunity to bid on a competitive
212 basis;
213 (C) At which the sale, if made, shall be made to the highest and best bidder; and
214 (D) Except as otherwise provided in Title 11 for advertising or dispensing with the
215 advertising of public sales, of which notice is given by advertisement once a week for
216 two weeks in the newspaper in which the sheriff's advertisements are published in the
217 county where the sale is to be held, and which notice shall state the day and hour,
218 between 10:00 A.M. and 4:00 P.M., and the place of sale and shall briefly identify the
219 goods to be sold;
220 (2) Upon order of the magistrate court, the person holding the lien on the abandoned
221 mobile home shall be authorized to sell such mobile home at public sale;
222 (b) After satisfaction of the lien, the person selling such mobile home shall, not later
223 than 30 days after the date of such sale, provide the clerk of the court with a copy of the bill
224 of sale as provided to the purchaser and remit the remaining proceeds of such sale, if any,
225 to the clerk of the court. Any person who fails to comply with the requirements of this
226 subsection shall be guilty of a misdemeanor.

227 44-7-117.
228 The clerk of the magistrate court shall retain the remaining balance of the proceeds of a
229 sale under Code Section 44-7-116, after satisfaction of liens, security interests, and debts,
230 for a period of 12 months; and, if no claim has been filed against such proceeds by the
231 owner of the abandoned mobile home or any interested party, then the clerk shall pay such
232 remaining balance into the general fund of the municipality or county that employs the
233 local government agent that made the determination that such mobile home was intact
234 pursuant to Code Section 44-7-113.

H. B. 381
- 7 -

18 HB 381/AP
166 conclusively be deemed a valid one, foreclosure thereof allowed, and a public sale
167 pursuant to Code Section 44-7-116 shall be authorized.
168 (B) Any notice required by this paragraph shall be by certified mail or statutory
169 overnight delivery or, if the responsible party is unknown, by posting such notice at the
170 county courthouse in such place where other public notices are posted;
171 (5) If a petition for a hearing is filed within the time allowed pursuant to paragraph (4)
172 of this Code section, the magistrate court shall set such a hearing within ten days of filing
173 of the petition. Upon the filing of such petition by a party defendant, neither the
174 prosecuting lienholder nor the court may sell the mobile home. If, at the hearing, the
175 magistrate court determines there is reasonable cause to believe that a valid debt exists,
176 then the person asserting the lien shall retain possession of the mobile home or the court
177 shall obtain possession of the mobile home, as ordered by the court;
178 (6) If no petition for a hearing is filed, or if, after a full hearing, the magistrate court
179 determines that a valid debt exists, the court shall authorize foreclosure upon and sale of
180 the mobile home subject to the lien to satisfy the debt if such debt is not otherwise
181 immediately paid. The holder of a security interest in or a lien on the mobile home, other
182 than the holder of a lien created by Code Section 44-7-113, shall have the right, in the
183 order of priority of such security interest or lien, to pay the debt and court costs no later
184 than 15 days after a magistrate court's order to authorize the foreclosure. If the holder of
185 a security interest or lien does so pay the debt and court costs, such person shall have the
186 right to possession of the mobile home, and that person's security interest in or lien on
187 such mobile home shall be increased by the amount so paid. A magistrate court order
188 shall be issued to this effect, and in this instance there shall not be a sale of the mobile
189 home. If the debt owed is not timely paid by the holder of a security interest or an appeal
190 of the magistrate court decision has not been timely filed pursuant to paragraph (8) of this
191 Code section, the court shall issue an order authorizing the sale of such mobile home;
192 (7) If the magistrate court finds the actions of the person asserting the lien in retaining
193 possession of the mobile home were not taken in good faith, then the court, in its
194 discretion, may award damages to the mobile home owner and to any party which has
195 been deprived of the rightful use of the mobile home; and
196 (8) Any order issued by the magistrate court shall be appealable pursuant to Article 2 of
197 Chapter 3 of Title 5, provided that any such appeal shall be filed within seven days of the
198 date such order was entered and provided, further, that, after the notice of appeal is filed
199 with the clerk of the trial court, the clerk shall immediately notify the magistrate court
200 of the notice of appeal. If the order of the magistrate court is against the responsible party
201 and the responsible party appeals such order, the responsible party shall be required to
202 pay into the registry of the court all sums found by the magistrate court to be due in order

H. B. 381
- 6 -

18 HB 381/AP
235 44-7-118.
236 The purchaser at a sale as authorized by this article shall receive a certified copy of the
237 court order authorizing such sale. Any such purchaser may obtain a certificate of title to
238 such mobile home by filing the required application, paying the required fees, and filing
239 a certified copy of the order of the court with the Department of Revenue. The Department
240 of Revenue shall then issue a certificate of title, which shall be free and clear of all liens
241 and encumbrances.

242 44-7-119.
243 Nothing in this article shall be construed to require a local governing authority to appoint
244 a local government agent.

245 SECTION 2.
246 Code Section 15-10-2 of the Official Code of Georgia Annotated, relating to general
247 jurisdiction of magistrate courts, is amended by revising paragraphs (14) and (15) and adding
248 a new paragraph to read as follows:
249 "(14) The trial and sentencing of misdemeanor violations of other Code sections as
250 provided by Article 13 of this chapter; and
251 (15) The foreclosure of liens on animals as established in Title 4; and
252 (16) The foreclosure of liens on abandoned mobile homes as established in Article 6 of
253 Chapter 7 of Title 44."

254 SECTION 3.
255 This Act shall become effective on May 1, 2019.

256 SECTION 4.
257 All laws and parts of laws in conflict with this Act are repealed.

H. B. 381
- 8 -

C. Capital Purchase: 2007 Star Craft passenger bus, \$29,365, to be reimbursed by Georgia 4-H (documents are stored in the 2019 Auxiliary Files)



6838 Oak Ridge Commerce Way
Austell, GA 30168
770-675-3738

Date:
5/31/2019

Invoice

Customer: (Information listed below will be used on the vehicle title unless noted otherwise.)

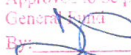
Customer Name	Murray County 4H
Physical Address	664 Hwy 52 E.
City, State, Zip	Chatsworth, Ga, 30705
Phone #	706-695-3031

Description	Total
2007 StarCraft AllStar 14 Passenger Bus W/Dedicated Rear Luggage 1FDWE35S66DA96284--STK#U6262	\$29,865.00

Purchase Price:	\$29,865.00
GA State TAVT Tax (7%):	
Total Purchase Price:	\$29,865.00
Less Deposit:	(\$500.00)
Total Purchase Price (FOB Atlanta, GA):	\$29,365.00

Customer Signature: _____

List Lien holder if Applicable: _____

Date Received _____
Vendor # _____
Due Date _____
Acct # 7130-542200
PO # _____
Approved to be paid out of _____
General Fund _____
By: 

Thank you for your business!

D. Contract: HCC Life Insurance Co. Inmate stop-loss coverage (documents are stored in the 2019 Auxiliary Files)

STOP LOSS INSURANCE
HCC LIFE INSURANCE COMPANY
Three Town Park Commons, 225 TownPark Drive, Suite 350
Kennesaw, Georgia 30144 (800 447-0450)

APPLICATION

1. Full Legal Name of Applicant and Address
Murray County Jail
121 North 4th Avenue
Chatsworth, GA 30705
Telephone No.: _____

2. Applicant is a (check one):
☐ Corporation ☐ Labor Union ☐ Trust
☐ Association ☐ PEO
☐ Partnership ☐ MEWA
☐ Other: **Government**

3. Contract Period: **Effective Date: 07/01/2019** **Expiration Date: 06/30/2020**

4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:
Address of Affiliates or Subsidiaries: ☒ None ☐ See attached listing if applicable

5. Nature of Business of the Applicant to be Insured:
Public Order & Safety, NEC

6. Key Contact Person at Applicant:
Enter full name of the Employee Benefit Plan(s): **Murray County Jail Inmate Medical Program**
A signed copy of such Employee Benefit Plan(s) must be attached and will form part of this contract.

8. Name and Address of Plan Supervisor:
Administrative Solutions, Inc. P.O. Box 2490 Alpharetta, GA 30023-249

9. Agent of Record: **Administrative Solutions, Inc.**

10. Estimated Initial Enrollment: **Composite: 159 Total Covered Units: 159**

11. Retirees Covered: ☐ Yes ☒ No

12. The Utilization Review vendor will be: **Inetico, Inc.**

13. Deposit Premium (Minimum of first month's estimated premium): **\$ 3,221.34**
Please review the deposit premium on the Monthly Premium Accounting Worksheet.

14. **SPECIFIC STOP LOSS INSURANCE:** ☒ Yes ☐ No
A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked):
☒ Medical ☐ Prescription Drug Card ☐ Prescription Drugs Under Medical ☐ Other:
B. Specific Deductible in each Contract Period per Covered Person: **\$30,000**
C. Contract Basis: **12/15**
Covered Expenses Incurred from 07/01/2019 through 06/30/2020, and Paid from 07/01/2019 through 09/30/2020.
Run-in limit: N/A
D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person
Specific Contract Period Reimbursement Maximum per Covered Person: **Unlimited**
E. Separate Individual Specific Deductible: **None**
F. Monthly Specific Premium Rates:
Composite: \$20.26
G. Specific Percentage Reimbursable: **100%**
H. Specific Terminal Liability Option: ☐ Yes ☒ No
Specific Terminal Liability Option premium per Covered Person per month: _____

HCCCL MSL-2010 APP

Applicant's Initials: *[Signature]*

Page 1 of 3

SPECIAL RISK LIMITATIONS are stated on the Addendum to Application (if applicable).

It is understood and agreed by the Applicant that:

- The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
- The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
- All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
- The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
- Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
- This Application will be attached to and made a part of the Policy issued by the Company, and
- The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
- Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
- After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant:

Applicant's Federal Tax I.D. Number:

Murray County Jail

Dated at _____ this _____ day of _____, 20____.

Officer / Partner Signature (print name)

Licensed Agent Signature (print name)

HCC Life Insurance Company Office Use Only: ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, 20____.

By: _____ Title: _____

Policy No.: _____

HCCCL MSL-2010 APP

706665

Page 3 of 3

15. AGGREGATE STOP LOSS INSURANCE:

☐ Yes ☒ No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):
☐ Medical ☐ Dental ☐ Weekly Income ☐ Vision ☐ Prescription Drug Card ☐ Prescription Drugs under Medical ☐ Other:

B. Minimum Annual Aggregate Deductible: \$ _____
(Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis:

D. Aggregate Contract Period Reimbursement Maximum: \$ _____

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single						
Employee + Child						

F. Aggregate Percentage Reimbursable %

G. Loss Limit: \$ _____

For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option: ☐ Yes ☐ No

I. Aggregate Terminal Liability Option: ☐ Yes ☐ No

J. Aggregate Premium:

- ☐ Annual Premium payable in advance for Contract Period:
- ☐ Monthly Premium rate per Covered Unit:
- ☐ Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
- ☐ Aggregate Terminal Liability Option premium per Covered Unit per month:

HCCCL MSL-2010 APP

Applicant's Initials: _____

Page 2 of 3

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
INMATE MEDICAL PROGRAM ENDORSEMENT

Policy Number:

Endorsement Number:

Policyholder:

Effective:

You and We agree that above policy is amended as follows:

ARTICLE I, DEFINITIONS, is hereby amended as follows:

The following definitions are hereby removed from the Policy:

- COBRA BENEFICIARY
- COVERED FAMILY
- SPECIFIC FAMILY DEDUCTIBLE

The following definitions are hereby amended to read as follows:

COVERED PERSON. If so indicated on the Application, an inmate covered under the Inmate Medical Program.

EMPLOYEE BENEFIT PLAN. The medical benefits You have agreed to provide under a plan of benefits for Covered Persons under the Inmate Medical Program. All references in the Policy to Employee Benefit Plan should be interpreted to mean the Inmate Medical Program.

The definition of PLAN BENEFITS is hereby amended by the addition of the following:

- Incurred after the Covered Person is officially in the custody and control of the City, County or State jail or correctional facility

ARTICLE II, SPECIFIC STOP LOSS INSURANCE, is hereby amended by the addition of the following:

- We will not reimburse You for Plan Benefits Incurred prior to the Covered Person being officially delivered into the care, custody and control of the City, County or State jail or correctional facility.

ARTICLE IV, CLAIMS UNDER THE POLICY, Paragraph A.2.b. is hereby amended to read as follows:

- b. The Covered Person's incarceration date and the original effective of his/her coverage date, and

ARTICLE V - LIMITATIONS OF COVERAGE, Paragraphs B and C are hereby removed from the Policy.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Full Legal Name of Applicant/Policyholder _____

Signed At/Dated Signed _____

Officer/Partner Signature (print name) _____

Witnessed (Licensed Agent) Signature _____

FOR HCC LIFE INSURANCE COMPANY USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____.

By: _____

Title: _____

E. Contract: Administrative Solutions, Inc. Inmate medical plan administration (documents are stored in the 2019 Auxiliary Files)

ADMINISTRATIVE SERVICES AGREEMENT

This agreement, effective the first day of July 1, 2019 is by and between Murray County Commissioner in its capacity of Sponsor and Plan Administrator of the Murray County Jail Inmate Medical Program (hereinafter called the "Plan") and Administrative Solutions, Inc. (hereinafter called "ASI").

WITNESSETH

WHEREAS, Murray County Board of Commissioners (hereinafter called the "Sponsor or Plan Administrator") has established the Plan providing means by which eligible inmates of the Sponsor secure benefits as set forth in the Plan; and

WHEREAS, the Plan Administrator is given the authority under the Plan to appoint agents and representatives to act on its behalf, and to delegate to such agents or representatives any part or all of the functions of the Plan Administrator; and

WHEREAS, the Plan Administrator desires to employ ASI and ASI desires to be employed by the Plan Administrator, on the terms and conditions hereinafter set forth, to perform the ministerial services and duties set forth herein; and

WHEREAS, the Sponsor consents to the employment of ASI, on the terms and conditions hereinafter set forth, to perform the administrative services and duties set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section I Duties of ASI

1. ASI, within the scope of its professional ability and its employment under this Agreement, shall assist the Plan Administrator in the administration of the Plan as it may be requested and authorized from time to time.
2. ASI is authorized to do all things it deems necessary or convenient to carry out the terms and purposes of this Agreement, including the execution of pertinent and relative documents in the name of the Plan and/or the Sponsor.
3. ASI shall have the responsibility for processing benefits under the Plan and for arranging for the payment thereof from funds available to the Plan by issuing a check upon the Plan account. ASI shall honor any assignment of benefits of a person or institution which is a proper and qualified assignee under the terms of the Plan.
4. Final authority in determining whether any benefit is payable under the terms of the Plan is with the Plan Administrator on behalf of the Plan or the Sponsor, as the case may be. The Plan account may or may not be payable through a trust.
5. The services of the entire organization and personnel of ASI are available for the performance of its duties and responsibility pursuant to this Agreement.
6. ASI may pay from the Plan account any or all of the expenses of operation of the Plan incurred pursuant to the performance of this Agreement. The Sponsor may elect to make certain payments directly from the Sponsor's funds. ASI charges may be treated as Plan expenses.
7. ASI, subject to prior written application by the Sponsor, may arrange for the purchase of insurance policies to provide any of the benefits provided for in the Plan and this Agreement. ASI shall maintain this insurance in force as directed by the Sponsor, provided sufficient funds shall be made available by the Sponsor for the payment of premiums and the Sponsor shall comply with the terms of the insurance policy.

Plan Administrator/Sponsor

ASI

Administrative Services Agreement page 3 of 5

5. It is understood that the ultimate responsibility for determining entitlement to Plan benefits rests with the Plan Administrator. ASI and its agents and employees shall not be liable for any failure or refusal by it to pay or honor any application for benefits made. ASI and its agents and employees shall not be liable for any failure or refusal by the Plan Administrator to pay or honor any application for benefits under the Plan made pursuant to this Agreement. Further, ASI and its agents and employees shall be indemnified and held harmless by the Plan Administrator and the Sponsor against any expense, loss, damage, or legal fees incurred by ASI or its agents or employees as a result of any claims or demands asserted against ASI or its agents or employees alone or together with others including the Plan Administrator, the Sponsor or the Plan arising out of or in connection with such failure or refusal to pay or honor an application for benefits.

Section III Compensation of ASI

1. ASI shall be entitled to an initial fee of \$0.00, and a monthly fee, payable to ASI by the Plan Administrator by the tenth day of each month equal to \$23.65 for each covered inmate in the Plan at the beginning of such month; provided, however, that this monthly fee shall be subject to change on (a) the implementation date of any changes in the Plan that would increase ASI's cost of providing its services, or (b) any date that increased expenses are incurred by ASI because of legal or regulatory changes imposed by any governmental entity. Should this monthly fee not be received by ASI by the last day of the month, ASI's obligation under this Agreement will terminate as of the first day of the month for which payment has not been received. Reinstatement will be considered, subject to a reinstatement fee of \$250.00.
2. If a participant in the Plan receives services from a provider who is not part of the approved network of providers under the Plan, and ASI is able to negotiate a lower charge for the services from the non-network provider, ASI shall receive 10% of the amount of the savings to the Plan from the negotiated reduction in the charge.

Section IV Sponsor and the Plan Administrator

1. If requested, the Plan Administrator shall provide ASI with a complete listing of all inmates of the Sponsor who are eligible for benefits from the Plan as of the effective date of the Agreement. Thereafter, the Sponsor shall notify ASI of all changes in participation whether by reason of an addition, termination, change in classification, or by any other reason. The Plan Administrator and the Sponsor hereby agree to indemnify and hold harmless ASI and its agents and employees against all claims, damages, losses and expenses, including attorney fees, arising out of, or resulting from the failure of the Sponsor to provide ASI with prompt notification of inmate terminations.
2. The Sponsor, upon notice from ASI shall pay to the Plan in the manner provided in this agreement, any deficiencies in the Plan which the Sponsor is obligated to pay under the terms of the Plan.
3. The Plan Administrator shall assist in the enrollment of the inmates in the Plan, cooperate with ASI with regard to proper settlement of claims, and transmit any inquiries pertaining to the Plan to ASI. The Plan Administrator shall maintain a supply of forms, and other necessary documents, and shall distribute or make available such documents to the Sheriff's department.
4. The Plan Administrator shall provide all materials and documents, application and notice forms, as may from time to time be determined by ASI to be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing laws.
5. The Plan Administrator on behalf of the Plan or the Sponsor, as the case may be, shall be responsible for the payment of any premiums and premium taxes on a reinsurance policy or policies issued to the Sponsor in connection with the Plan.

Plan Administrator/Sponsor

ASI

Administrative Services Agreement page 2 of 5

8. To the extent of information available to ASI and within the scope of its professional ability, ASI shall assist the Sponsor and the Plan Administrator in the preparation and filing of any report, returns and similar paper required by any local political subdivision, state or the federal government pertaining to the operation or management of the Plan.
9. ASI shall render to the Plan Administrator, or its appointed official, monthly reports, which shall include disbursements made by ASI from the Plan account.
10. ASI shall maintain a fidelity bond covering ASI and any of its employees who may collect, disburse, or otherwise handle or have possession of any funds of the Plan or who may have the authority to authorize or handle disbursements or payments on behalf of the Plan.

Section II Procedure for Obtaining Plan Benefits

1. Application for benefits from the Plan shall be made upon the form or forms provided by ASI. The County shall fully and truthfully complete such application of benefits and shall supply such pertinent information from personal or professional sources as may be required by ASI.
2. a. ASI shall accept any application for benefits made in the appropriate manner. After an investigation, which includes the verification of the statements contained in the application, as ASI deems appropriate, the eligibility of that participant for benefits will be made. If the facts stated in such application entitle the participant in accordance with the terms and provisions of the Plan to receive payment for benefits from the Plan, ASI shall forthwith arrange for the proper payment from the Plan. If ASI finds that the participant may be, but is not clearly entitled to benefits under the Plan, the application shall be questioned and a copy referred to the Plan Administrator.
b. If ASI finds that the covered inmate may not be entitled to benefits under the Plan, the application shall be denied or questioned and a copy referred to the Plan Administrator. The Plan Administrator shall make the final decision as to payment or denial on all applications for benefits. Any decision made to pay any claim does not guarantee that the payment will be applied to any per claim or aggregate deductible or loss fund provided for in any stop-loss or excess insurance policy.
3. ASI's determination and any determination by the Plan Administrator upon referral and review shall be in accordance with the requirements of this Section.
a. A participant or beneficiary of a participant (hereinafter referred to below as a "Claimant") may make a request for a Plan benefit only through the Sheriff's Department of Murray County or the Plan Administrator.
b. If a claim is denied in whole or in part, the Claimant may request a review of the denial only through the Sheriff's Department of Murray County or the Plan Administrator.
c. The Plan Administrator shall promptly review the claim denial upon receipt of a request for review. Upon ASI's receipt of a notice for request for review of a claim denial, it shall, promptly forward to the Plan Administrator all documents and papers in its possession relating to that claim.
4. If, after review, the Plan Administrator directs that claim payment be made to, or on behalf of a Claimant, irrespective of ASI's determination that the person is not entitled to benefits, ASI shall make payment of the claim upon receipt of written authorization from the Plan Administrator.

Plan Administrator/Sponsor

ASI

Administrative Services Agreement page 4 of 5

6. The Plan Administrator on behalf of the Plan or the Sponsor, as the case may be, shall be responsible for the payment of any expenses for Large Case Management fees, hospital audit fees, or any other fees charged by a vendor on behalf of the Plan and shall reimburse ASI for any such expense and fees paid by ASI on behalf of the Plan.

Section V Term

This Agreement shall be effective from July 1, 2019, as specified above until June 30, 2020 or terminated in accordance with Section VI of this agreement.

Section VI Termination

1. This Agreement may be terminated by either the Plan Administrator or ASI by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in a written notice, which shall not be less than sixty (60) days from the date of such notice; provided, however, in the event ASI is not paid the monthly service fee, this Agreement may be terminated by ASI pursuant to the terms set forth in Section III of this Agreement.
2. All obligations of ASI with respect to payment of benefits, costs, fees and premiums from the Plan will be terminated and extinguished on the effective date of termination irrespective of the date such obligations arose. ASI shall be entitled to receive the monthly service fee calculated in the manner specified in the Agreement or an amendment hereto through the effective date of termination; provided, however, if the Sponsor terminates this Agreement effective on or prior to the end of the fifth month from the effective date, ASI shall be paid an amount equal to six (6) times the monthly service fee, less any monthly service fee amount paid prior to such termination.
3. Upon termination by either party, ASI within sixty (60) days after the date of termination, shall prepare and deliver a complete and final accounting with respect to those items which are supervised by it under this Agreement, and a report of the financial status of the Plan to the Plan Administrator as of the date of termination together with all books and records in its possession and control pertaining to the administration of the Plan, all claim files, and all reports and other papers pertaining thereto, and shall deliver any funds of the Plan in its possession or control to the Plan Administrator or its order.

VII Miscellaneous Provisions

1. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
2. Upon the failure of the Sponsor or Plan Administrator to pay any fees or expenses charged by or reimbursable to ASI within ten (10) days of written demand or payment, the Sponsor or Plan Administrator, as appropriate, shall pay interest on the amount outstanding at the rate of 15% per annum, compounded monthly from the date of original invoice, and shall reimburse ASI for any attorney's fees, court cost, or other cost of collection.
3. ASI is expressly indemnified and held harmless by the Plan Administrator, the Sponsor and/or the Plan for any Federal, state or local taxes or assessments levied on or against the Plan except for taxes or assessments resulting from any grossly negligent act or failure to act on the part of ASI.

Plan Administrator/Sponsor

ASI

Administrative Services Agreement
page 5 of 5

4. Except for its gross negligence or willful misconduct, ASI and its agents and employees shall incur no liability to the Plan Administrator and/or the Sponsor (or to the employees of the Sponsor) for any act or failure to act not connected with its obligations as provided in this Agreement, nor for the financial inability of the Plan to pay claims in accordance with the terms of this Agreement and the Plan, and the Plan Administrator on behalf of the Sponsor and the Sponsor agree to hold ASI and its agents and employees harmless from and indemnify them against any claims and all costs and expenses or fees incurred in connection therewith.
5. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
6. This Agreement may not be amended, modified or changed except by a writing signed by all parties hereto; provided, however, that this Agreement may not be amended to reduce any benefits which might be paid for any claim arising prior to such amendment or to in any way prejudice such a claim.
7. All notices or other communications required or permitted to be made under this agreement shall be given in writing and shall either be delivered by hand or mailed first class, postage pre-paid to the parties specified in this Agreement at the address set forth below or such other address as may be specified in a notice given in accordance with the provisions of this paragraph:

If To The Sponsor or Plan Administrator: Murray County Commissioners Office
121 North 4th Ave.
Chatsworth, GA 30705

If To ASI Janie Floyd
Administrative Solutions, Inc.
11373 South Bridge Pkwy. #B
Alpharetta, GA 30022

8. This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements, understandings, promises and representations, whether written or oral with respect thereto.
9. Persons executing this Agreement on behalf of entities which are not natural persons thereby represent and warrant that they are authorized to execute this Agreement on behalf of the specified entities and to contractually bind those entities by such execution.
10. This Agreement shall be interpreted in accordance with the laws of the state of Georgia, to the extent those laws have not been preempted by Federal Law.

IN WITNESS WHEREOF, the Plan Administrator/Sponsor and ASI have executed this Agreement this _____ day of _____, 2019.

ADMINISTRATIVE SOLUTIONS, INC.

By: _____

Its: President

MURRAY COUNTY COMMISSIONER

By: _____

Its: _____

ADJOURNMENT:

Executed this 2nd day of July 2019

ATTEST:

Tommy Parker, County Clerk

Greg Hogan, Commissioner

**In Attendance: Greg Hogan, Tommy Parker, Phenna Petty, Edward Dunn, Anthony Noles,
Dickie Barnes, Shane Smith**