

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday February 4, 2020 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. Capital Purchase: 1 used 1998 Pierce fire truck \$35,000 to be paid from 2019 SPOST Funds
 - C. Agreement: KCI Technologies to pavement condition evaluation on 448 miles of county roads \$17,850 to be paid from SPLOST Funds
 - D. Agreement: Atlas Technical Consultants, LLC to perform speed study engineering on selected county roads \$33,650 to be paid from 2019 SPLOST
 - E. Resolution: Murray County a Second Amendment Sanctuary County
 - F. Amendment: Appendix A, Article IV, 4-4 Lot Design, Sub-Section 4-4-14, Lot Area paragraph 1(a) on-site sewage, First Reading

Adjourn

Commissioner Available for Questions or Comments

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday February 4, 2020 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 January 2020 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 2020 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

February 4, 2020

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

RE: Murray County Land Use Planning Commission Meeting January 21, 2020.

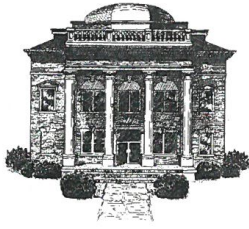
Dear Mr. McDaniel:

I have reviewed the actions of the Commission taken at the January 21, 2020 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".

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

January 23, 2020

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

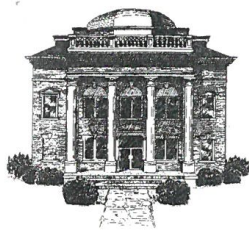
Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of January 21, 2020. Upon review, your approval and/or comments would be greatly appreciated.

Respectfully,

A handwritten signature in blue ink that reads "David McDaniel". The signature is stylized with a large "D" and "M".

David McDaniel



MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
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dbarnes@murraycountyga.gov

Minutes

Murray County Land Use Planning Commission Meeting

January 21, 2020

The Chairman, David McDaniel, called the meeting to order at 7:02 pm January 21. Other members present were David Wells, Heath Harrison, Terry Wilson, 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. Harrison made the motion to approve the minutes as written. Mr. Wells seconded the motion. The motion carried.

There was no old business. New business was next on the agenda.

Item 1 of new business was the Re-Classification of property from AG to SR located in Land Lot 176, District 9, located at Greeson Road; consisting of 1 acre, owned by Walt Scott. The Chairman asked if Mr. Scott was present. Mr. Scott was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes also stated this is a mixed use residential area. Mr. Barnes stated approval is recommended.

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

Mr. McDaniel opened the public hearing and asked Mr. Scott to proceed with his presentation. Mr. Scott stated he would like to rezone one acre to give to his daughter. He also stated he had been before the Board a few months earlier to rezone an acre and give it to his other daughter. He further stated that he has a son so he would probably be back one more time. The Chairman thanked him for his presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one.

The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Wilson made a motion to approve the proposal. Mr. Harrison seconded the motion. The motion carried.

Item 2 on the agenda was the Re-Classification of property from AG to MFR located in Land Lot 265, District 9, located at Leonard Bridge Road; consisting of 5 acres, owned by Winkler & Grant Properties, applicant Mike Grant. The Chairman asked if Mr. Grant was present. Mr. Grant was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes also stated this is a mixed-use area with a little of everything. Mr. Barnes stated the proposal is of the quality this County needs. Mr. Barnes stated approval is recommended. The Chairman asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had.

The Chairman asked Mr. Grant to proceed with his presentation.

Mr. Grant stated there are five acres for this project. The plan is to use half of the five acres. He stated it is possible there may be another project at later date on the remaining property. Mr. Grant stated he had talked to Heath at the water department about the project. Mr. Grant stated the project will be on city sewer and city water. Mr. Grant further stated he had built the apartments in Dalton on Hill Road. This project will be similar. The project will have lighting and other things to make it a nice development.

The Chairman thanked Mr. Grant. He asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel asked if there was anyone there in favor of the proposal wishing to address the Council There was no one. The Chairman then asked if there was anyone opposed wishing to address the Council. There was no one.

The Chairman closed the public portion of the meeting for discussion and a motion.

Mr. McDaniel asked Mr. Grant about his intentions concerning the narrow drive. Mr. Grant stated the entrance will be used for a construction entrance. He also stated there would be another drive further east since the existing drive is in somewhat of a blind spot.

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

The Chairman asked for a motion to adjourn. Mr. Harrison made the motion to adjourn the meeting. Mr. Wells seconded the motion. The motion carried. The meeting was adjourned.

Respectfully Submitted,

Debra Ellis
Land Use Secretary

B. Capital Purchase: 1 used 1998 Pierce fire truck \$35,000 to be paid from 2019 SPLOST Funds (documents are stored in the 2020 Auxiliary Files).

Randall Brackett Fire Truck Repair
PO. BOX 36,
DALLAS, GA 30132 US
(770) 572-5300
brackettsfiretruck@gmail.com

Invoice

BILL TO
Dewayne Bain
Murray County Fire Department

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3715	01/22/2020	\$35,000.00	02/21/2020	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
1998 pierce truck 4P1CT02UXWA000652 05 HME trade in Miles-48,427 05 HME trade in	1	35,000.00	35,000.00
BALANCE DUE			\$35,000.00

Date Received 1-22-20
Vendor # 20629
Due Date 1-27-20
Acct # 450-4200-201304
PO #
Approved to be paid out of
General Fund
By: [Signature]

DB
2019 SPLOST
Public Safety VEHs. 139
Used Fire truck
304-3500-20-02

3500

C. Agreement: KCI Technologies to conduct pavement condition evaluation on 448 miles of county roads \$17,850 to be paid from SPLOST Funds (documents are stored in the 2020 Auxiliary Files).



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

2160 Satellite Boulevard, Suite 130 • Duluth, GA 30097 • Phone 678-990-6200 • Fax 678-990-6222

January 7, 2020

Murray County Public Works
Matt Sanford
684 Highway 52 East
Chatsworth, Georgia 30705
706.695.3231

Subject: Scope and Fee for Murray County Pavement Assessments

Dear Mr. Sanford,

KCI appreciates the opportunity to work with you on Murray County's Pavement Assessments Project. Herein is our anticipated scope and cost estimate to conduct the assessments.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered expressly excluded from the Work. KCI proposes to perform the Work which is described as follows:

Task 1- Pavement Condition Evaluations

KCI will conduct nondestructive pavement condition evaluations on approximately 448 centerline miles in Murray County, Georgia. The field inspections will be performed utilizing methods widely accepted in the transportation industry. The field inspections will be conducted in accordance to guidelines that have been outlined and established by the Georgia Department of Transportation (GDOT) in the maintenance of their roadway system.

The field inspection will involve evaluation of representative sample areas of pavement for each road and log the results for compilation and analysis. The general conditions that are observed and documented for each sample area include:

Asphalt:

- Rutting
- Load Cracking
- Block Cracking
- Reflective Cracking
- Patched Areas
- Raveling/Bleeding
- Edge Distress
- Potholes

Task 2-Pavement Condition Rating and Geodatabase & Survey 123 Form

KCI will initiate this task by creating a street pavement condition geodatabase to capture pavement conditions of paved streets within the County's limits. KCI will work with County stakeholders to define the street geodatabase schema which will include attributes (field name, field type, length, etc.), domains, editor tracking, and attachments.

KCI will develop a pavement inspection form using ESRI's Survey123 Connect desktop application. The inspection form will allow KCI field crews to capture information for paved roads including calculations for load, edge and reflective cracking, raveling, etc. and then associate an overall pavement condition score to the road segment.

KCI will host the street geodatabase and Survey123 pavement condition form along with publishing the layers as secure feature services to ArcGIS Online, an online mapping platform. After the feature services are published, KCI will configure the services for use within ArcGIS Online via a web map.

The street layer within the web map will be linked to the pavement inspection form in Survey123 using the URL scheme approach. This approach builds a one-to-one or one-to-many relationship between a street centerline and inspection record(s) using a unique ID within the street centerline layer.

KCI will utilize ESRI's AEC Project Delivery Subscription to collaborate and share data directly with the City. This will allow City stakeholders to view field inventory efforts, view field captured data, review and edit data during the project lifecycle. KCI will work with City stakeholders to define user roles for viewers and editors. KCI will coordinate with the City GIS for delivery of data.

Mobile Inventory Application - Collector for ArcGIS & Survey123

After the street layer is published to ArcGIS Online, KCI will configure a web map as mentioned in the task above. The web map will include the street feature class, related attachment tables, and base information (street centerlines, aerial imagery, etc.) The hosted feature classes and web map will be enabled for sync which will allow field crews to check out the street features locally to tablets for use with Collector for ArcGIS and Survey123.

KCI field crews will be equipped with tablets, Collector for ArcGIS and Survey123 will be installed on the tablets and each field crew will be provided a secure username and password. Field crews will perform the following steps to capture information:

- Download project area and supporting data (streets, attachments, base data)
- Capture street pavement condition photos.
- Launch Survey123 to create related pavement inspection record.
- Capture attributes for City paved streets.
- Submit and sync data.

Web App Builder for ArcGIS Configuration

KCI will configure a web app using the Web App Builder for ArcGIS by using out-of-the-box ESRI widgets. KCI will configure the web app in the AEC Project Delivery subscription. The web app will allow City stakeholders to view KCI field crew progress, view street inspection information, and open attachments related to the pavement condition issues captured in the field.

SCHEDULE

KCI estimates that pavement assessments will be completed within 60 days and contingent upon the receipt of an executed task order and Notice to Proceed.

FEES AND PAYMENT

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this FEES AND PAYMENTS section do not cover any additional work or any other services, which are not specifically described as part of the Work listed in the Scope of Services above.

ASSESSMENT TYPE	COST	UNIT
Pavement	\$14,150.00	Lump Sum
Cloud Hosting	\$1,200.00	Lump Sum
IT/GIS Support	\$2,500.00	Lump Sum
	\$17,850.00	TOTAL

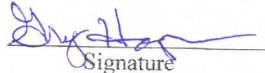
Hopefully, herein we have covered any questions you may have concerning scope, approach and/or costs for these services. We will be happy to meet with you to answer any questions or address any specific concerns that you might have regarding our proposed fee structure and approach to this project. You may contact me at 770.570.7310.

Sincerely,

KCI Technologies, Inc.


Larry Gregory
GA CM Practice Leader

Agree and Accept:


Signature

Sole Commissioner
Title

02-03-2020
Date

D. Agreement: Atlas Technical Consultants, LLC to perform speed study engineering on selected county roads \$33,650 to be paid from 2019 SPLOST Funds (documents are stored in the 2020 Auxiliary Files).

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ between Murray County, Georgia with its principal place of business located at _____ (hereinafter referred to as "Client"), and ATLAS TECHNICAL CONSULTANTS, LLC, with its principal place of business located at 2450 Commerce Avenue, Duluth, Georgia 30096 (hereinafter referred to as "ATLAS").

WITNESSETH:

WHEREAS, Client requires certain services and ATLAS possesses knowledge, experience and technical resources to provide such services;

WHEREAS, Client desires to contract with ATLAS and ATLAS desires to accept and perform such services;

NOW THEREFORE, Client and ATLAS, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

- Services.** ATLAS hereby agrees to provide certain Services as defined and set forth in Exhibit "A" Scope of Services, which is attached hereto and incorporated herein by reference.
- Compensation.** In consideration of the Services to be rendered by ATLAS under this Agreement, Client agrees to pay ATLAS in accordance with the labor categories and fees listed in Exhibit "B" - Fee Schedule, which is attached hereto and incorporated herein by reference.
- Payment for Services.** Client agrees to pay invoices within thirty (30) days of receipt, interest at the rate of one and one-half percent (1.5%) per month shall be payable on any amounts which are due but unpaid after thirty (30) days after receipt of such invoice. ATLAS reserves the right to suspend the performance of Services, or to immediately terminate this Agreement in the event any invoice remains unpaid for sixty (60) days. In the event it is necessary for ATLAS to utilize the services of an attorney for the collection of unpaid amounts, Client agrees to pay ATLAS's reasonable attorney's fees directly attributable to such collection efforts.
- Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate of ATLAS and ATLAS's officers, directors, partners, employees, agents and subcontractors, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ATLAS or ATLAS's officers, directors, employees, agents or subcontractors, or any of them, shall not exceed the total actual compensation received by ATLAS pursuant to this Agreement, or the total amount of \$10,000.00, whichever is greater.
- Standard of Care.** Services provided by ATLAS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- Delays.** ATLAS agrees to make good faith efforts to comply with reasonable schedule requirements requested by Client. Notwithstanding the foregoing, ATLAS shall not be responsible for delays caused by factors beyond ATLAS's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God,

failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of ATLAS's services or instrumentalities of service, or delays caused by faulty performance by Client or by contractors of any level.

7. **Indemnification.** ATLAS agrees to indemnify and hold Client harmless from and against suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of ATLAS, its officers, agents and employees.

8. **Independent Contractor Status.** It is understood and agreed between the parties hereto that ATLAS (including any agents, employees, subcontractors, successors and assigns of ATLAS), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of Client. ATLAS acknowledges responsibility for all federal, state, and local requirements for employers which apply to ATLAS.

9. **Records.** ATLAS shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to Client and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and all other pending matters are closed.

10. **Jurisdiction and Venue.** Client and ATLAS stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of ATLAS out of which this Agreement arises.

11. **Employment.** Client warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither Client nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of ATLAS.

12. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Client and ATLAS and their respective successors and assigns. ATLAS shall have the right to assign this Agreement without Client's prior written consent in the event ATLAS shall hereafter effect a corporate reorganization, consolidate with, or merge into, any entity that controls, is controlled by, or is in common control with ATLAS.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and ATLAS with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between Client and ATLAS respecting the subject matter hereof. All individuals executing this Agreement on behalf of Client hereby expressly warrant that they are specifically authorized to execute same on behalf of Client.

14. **Amendment of Agreement.** This Agreement may be altered or amended only by written instrument signed by Client and ATLAS.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CLIENT: Murray County, GA.

ATLAS TECHNICAL CONSULTANTS, LLC

Name: Greg Hagan
Signature: [Signature]
Title: Sole Commissioner
Date: 02-04-2020
Phone: 706-517-1400 x 1277

Name: _____
Signature: _____
Title: _____
Date: _____

EXHIBIT "A"

**Murray County Engineering Traffic Investigations
Scope of Work**

The Scope of Work is composed of the following tasks:

- 1) Collection of additional speed data
- 2) Field work to determine horizontal degree of curvature and appropriate advisory signage, if any, based on the Manual on Uniform Traffic Control Devices.
- 3) Collection/update of crash data.
- 4) Analyze speed and crash data.
- 5) Preparation of Engineering Traffic Investigation reports for each County Road (listed below) for submittal to the Georgia Department of Transportation.

Roads to be evaluated:

- | | |
|------------------------------|----------------------------|
| 1) Old Highway 411 | 21) Fullers Chapel Road |
| 2) Cagle Road | 22) Red Cut Road |
| 3) Maple Grove Church Road | 23) Mt. Carmel Church Road |
| 4) Brown Bridge Road | 24) Mitchell Bridge Road |
| 5) New Hope Church Road | 25) Red Road |
| 6) New Hope Road | |
| 7) Tibbs Bridge Road | |
| 8) Smyrna Church Road | |
| 9) Smyrna Ramhurst Road | |
| 10) Spring Place Smyrna Road | |
| 11) Leonard Bridge Road | |
| 12) Sitton Road | |
| 13) Crandall-Ellijay Road | |
| 14) Tennega Gregory Road | |
| 15) Carlton Petty Road | |
| 16) Sugar Creek Road | |
| 17) Halls Chapel Road | |
| 18) Jim Petty Road | |
| 19) Carson Avenue | |
| 20) River Road | |

Deliverable:

- 1) Engineering Traffic Investigation reports for each Murray County Road listed below that is compliant with the Georgia Department of Transportation requirements.

EXHIBIT "B"
Murray County Engineering Traffic Investigations
Fee Schedule

Title	Rate/Hour	Hours	Total
Senior Professional	\$160	10	\$1600
Registered Professional Engineer	\$130	10	\$1300
Engineer	\$110	200	\$22,000
Sub Total = \$24,900			
Collection of Speed Data	\$350 Each	25 Routes	\$8,750
Total = \$33,650			

TOTAL FEE of \$33,650

E. Resolution: Murray County a Second Amendment Sanctuary County (documents are stored in the 2020 Auxiliary Files).

**A RESOLUTION TO DECLARE MURRAY COUNTY, GEORGIA TO BE A
“SECOND AMENDMENT SANTUARY COUNTY”**

WHEREAS, the Sole Commissioner of Murray County, Georgia being elected to represent the People of Murray County, Georgia and being duly sworn by oath to uphold the United States Constitution and the Constitution of the State of Georgia, and;

WHEREAS, the Second Amendment to the Constitution of the United States reads as follows: “A well-regulated militia, being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed,” and;

WHEREAS, the United State Supreme Court has affirmed an individual’s right to possess firearms, unconnected with service in the militia, for traditionally lawful purposes, such as self-defense within the home (District of Columbia v. Heller (2008)), and;

WHEREAS, the United State Supreme Court has affirmed that the right of an individual to “keep and bear arms,” is protected under the Second Amendment and is incorporated by the Due Process Clause of the Fourteenth Amendment against the states (McDonald v. Chicago (2010)), and;

WHEREAS, the United States Supreme Court has affirmed that the federal government of the United States cannot compel state law enforcement officers to enforce federal laws (Prinz v. United States (1997)), and;

WHEREAS, Article I, Section I, Paragraph VIII of the Constitution of the State of Georgia, entitled “Arms, right to keep and bear,” provides that, “[t]he right of the people to keep and bear arms shall not be infringed, but the General Assembly shall have power to prescribe the manner in which arms may be borne,” and;

WHEREAS, O.C.G.A § 1-2-6 (a)(9) lists the right to keep and bear arms among the rights of the citizens of the State of Georgia that are without limitation, and;

WHEREAS, all federal acts, laws, orders, rules or regulations restricting firearms, firearms accessories, and ammunition are a violation of the Second Amendment and Article I, Section I, Paragraph VIII of the Constitution of the State of Georgia and are contrary to the original intent of those provisions, and;

WHEREAS, the citizens of Murray County, Georgia regard the right of people to keep and bear arms for defense of life, liberty and property as an inalienable right of the people, and;

WHEREAS, the citizens of Murray County, Georgia derive economic and social benefit from all safe forms of firearms recreation, hunting and shooting conducted within Murray County, and;

WHEREAS, it is the desire of the Murray County Sole Commissioner to declare its support of the Second Amendment to the United States Constitution and to the provisions of the Constitution of the State of Georgia that protect Murray County Citizens’ individual, inalienable rights to keep and bear arms.

NOW, THEREFORE, BE IT RESOLVED by the Murray County Sole Commissioner, duly assembled this 4th day of February 2020 that Murray County be, and hereby is, declared to be a "Second Amendment Sanctuary County."


BE IT FURTHER RESOLVED that no agent, employee or official of Murray County, or any corporation providing services to Murray County, shall provide material support or participate in any way with the implementation of federal acts, orders, rules, laws, or regulations in violation of the Second Amendment to the United States Constitution.

BE IT FURTHER RESOLVED that the Murray County Sole Commissioner will not authorize or appropriate funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing or assisting in the enforcement of any element of any acts, laws, orders, mandates, rules or regulations that infringe on the right by the people to keep and bear arms, and;

BE IT FURTHER RESOLVED, that all federal acts, laws, orders, rules, regulations that violate the Second Amendment to the Constitution of the United States or Article I, Section I, Paragraph VIII of the Constitution of the State of Georgia, violate the true meaning and intent of those constitutions and are hereby declared to be invalid and are specifically rejected in Murray County, Georgia and shall be considered null and void and of no effect in Murray County, Georgia.

Adopted this 4th day of February 2020.

BY: 
Greg Hogan, Sole Commissioner

ATTEST: 
Tommy Parker, County Manager

F. Amendment: Appendix A, Article IV, 4-4 Lot Design, Sub-Section 4-4-14, Lot Area paragraph 1(a) on-site sewage, First Reading, (documents are stored in the 2020 Auxiliary Files).

**AMENDMENT
TO
THE CODE OF MURRAY COUNTY**

STATE OF GEORGIA **COUNTY OF MURRAY**

WHEREAS, the Commissioner of Murray County adopted the Murray County Land Use District Ordinance on or about August 5, 2003; and

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

WHEREAS, it is the desire of the Murray County Commissioner to promote the goals and objectives, and policies of the *Murray County, Chatsworth and Eton Joint Comprehensive Plan 1994-2015*; and

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

Under Appendix A, Subdivision Regulations, Article IV, Design Standards, amend Section 4-4 Lot Design Standards, Sub-Section 4-4-14, Lot Area, paragraph 1(a), to read as follows:

The above minimum lot sizes are for the typical size home (three bedroom) with basic appurtenances such as: driveway, minimum number of trees, and water supply line. For each additional bedroom over three, a minimum of 3,000 square feet per bedroom of useable soils area (suitable for use for an individual onsite sewage management system) shall be provided for installation of the individual sewage management system.

FIRST READING, this the 4th day of February, 2019

SECOND READING, this the ____ day of _____, 2019

SO ORDAINED AND EFFECTIVE, this the ____ day of _____, 2019

By: _____
Greg E. Hogan, Sole Commissioner

Attest: _____
Tommy Parker, Clerk

ADJOURNMENT:

Executed this 4th day of February 2020

ATTEST:

Tommy Parker, County Clerk

Greg Hogan, Commissioner

**In Attendance: Greg Hogan, Tommy Parker, Jay Choate, Jimmy Espy, Billy Childers,
Edward Dunn, Richard Crowley, Shane Smith**