

state and local governments could collect taxes owed on Internet and mail order sales amounting to \$23 billion, and

WHEREAS, in Georgia, the estimated uncollected state and local sales and use taxes from all remote sales in 2012 was \$837,610,389; and

WHEREAS, the Act would only grant authority to collect taxes on remote sales to states that simplify their sales tax laws in order to ease compliance; and

WHEREAS, the State of Georgia is recognized as a Streamlined Sales Tax state and is a full member of the Streamlined Sales Tax Governing Board; and

WHEREAS, economic research has shown that the elimination of the current tax loophole on internet sales would create economic activity nationwide, creating an estimated 31,000 new jobs in Georgia; and

WHEREAS, by ending this unequal tax treatment, which tends to distort market forces, a more competitive, pro-growth and level playing field would be created; and

WHEREAS, in addition to leveling the playing field between online merchants and brick-and-mortar retailers, passage of the MFA would also help Georgia and its communities make needed investments in schools, infrastructure, public safety and other quality-of-life issues that help create a healthy economic environment.

Now, therefore, Be it Resolved that the Mayor and Council of Chatsworth, Georgia, do hereby urge all members of the Georgia Congressional Delegation to take action in 2014 to approve the Marketplace Fairness Act (S336 and HR684) which will level the playing field for local businesses by allowing individual states the authority to collect sales taxes directly from online retailers.

Be it so Resolved, this 7th Day of April, 2014.

Attest:
/s/Wilma Nolan
City Clerk

Mayor
City of Chatsworth
/s/Dan Penland

/s/Brad Rowe
Alderman

/s/ Celeste Martin
Alderwoman

/s/ Gary Brock
Alderman

/s/ Fred Welch
Alderman

Brad, "I believe the playing field should be level so, I move we support it." Celeste seconded and the motion passed by a vote of 4 to 0.

Discussion and ratification of an Agreement for Medical Services between City of Chatsworth and the Hospital Authority of Murray County - The Agreement reads as follows:

AGREEMENT FOR MEDICAL SERVICES

THIS AGREEMENT is made and entered this 7th day of April, 2014, by and between City of Chatsworth, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Council (hereinafter "City" or "the City"), and Hospital Authority of Murray County, Inc., a Georgia non-profit corporation, doing business in, Chatsworth, Georgia, as "Murray Medical Center" (hereinafter, "MMC")

RECITALS

WHEREAS, the City is authorized pursuant to the provisions of Article IX, Section II, Paragraph III (a)(3) of the Constitution of the State of Georgia to provide public health facilities and services, including, but not limited to, hospital and ambulance and emergency rescue services; and

WHEREAS, the City seeks a provider of quality medical services for its citizenry set forth herein; and

WHEREAS, MMC is the owner and operator of a well-functioning hospital as well as certain emergency medical care vehicles and equipment; and

WHEREAS, the City desires that medical and emergency services be provided to the indigent;

NOW THEREFORE, in consideration of the terms, conditions, mutual covenants, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. SCOPE OF SERVICES

MMC shall furnish all emergency ambulance and medical facility services for the entire

population of the City of Chatsworth, and further, that MMC shall treat the indigent as any other patient, as necessary.

II. FINANCIAL AND ADMINISTRATIVE PROVISIONS

A. Methods and Form of Compensation to MMC

1. User fees. The primary financial compensation for MMC for services rendered pursuant to this Agreement shall be from fee-for-services billings and collections and contractual arrangements with Insurance organizations and other payers.

2. Local subsidy. Subsidy by the City shall be paid, in addition to other user fees that MMC collects, the sum of \$750,000.00.

3. Other sources. MMC shall use all its efforts in obtaining sources of fees and revenues, from whatever source, to supplement its revenue stream above and beyond the user fees and local subsidy.

B. Term and Termination

1. This Agreement shall commence and become effective April 1, 2014, and shall terminate at midnight, March 31, 2015. This Agreement shall not automatically renew thereafter without written agreement of the parties. Notwithstanding the term set forth above, either party may cancel and terminate this Agreement with one hundred eighty (180) days written notice to the other party hereto, with or without any cause or material default by either party.

C. INSURANCE INDEMNITY PROVISIONS

1. Throughout the term of this Agreement, MMC shall meet or exceed the following requirements;

a. Prior to the time that this Agreement shall become effective, MMC shall provide assurance to the City of the following insurance coverages which shall remain in effect throughout the term of this Agreement.

b. Commercial general liability insurance, including but not limited to, contractual liability assumed under the Indemnity provision of this Contract (except for any claims for professional negligence covered pursuant to Section c below,) for premises, operations, products, completed operations, personal injury, and advertising injury.

c. Professional medical malpractice insurance, including errors and omissions.

d. Worker's compensation coverage to statutory limits as required by law.

e. Personal injury protection (PIP) or medical payment coverage, as required by law.

2. Each insurance policy shall include conditions that companies issuing the insurance shall have no claims against the City for payment of premiums, assessments or deductibles, which are the sole responsibility of MMC.

3. The Contractor agrees to defend, indemnify, save, and hold harmless the City of Chatsworth, its officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses, and judgements of any nature and description based on the negligence of MMC and arising out of the performance of MMC, its employees, or agents providing services pursuant to this Agreement, including, but not limited to, any claims for professional negligence or general liability.

4. The City shall have no obligation to provide legal counsel or defense to MMC in the event that any suit, claim, litigation, or action of any character is brought by any person against MMC as a result of or relating to performance or obligations of the services hereunder.

D. General Provisions

1. Permits and License. MMC shall be responsible for and shall hold any and all federal, state or local permits or licenses required to perform its obligations under the Agreement. In addition, MMC shall make all necessary payments for license and Permits for the services and for issuances of state Permits for all ambulance vehicles used.

2. Compliance with laws and regulations. All services furnished by MMC hereunder shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

3. Entire Agreement. This Agreement shall constitute the entire agreement of the parties regarding the operation and management of an emergency medical service for the term of the Agreement. This Agreement is intended by the parties to be complete and exclusive statement of the terms and conditions of the parties' rights and responsibilities with respect to the subject matter. This Agreement shall supersede all prior and concurrent promises, negotiations, discussions, or agreements which may have been made in connection with this subject matter. No modifications or amendments to this Agreement shall be binding upon the parties hereto unless such modifications or amendments shall be in writing and is signed by the respective parties.

IN WITNESS WHEREOF, the City and MMC have affixed their respective hands and seals to this Agreement on the date and year written hereinabove.

CITY OF CHATSWORTH GEORGIA
By: /s/ Dan Penland
Dan Penland, Mayor

Attest:
/s/ Wilma Nolan
City Clerk

HOSPITAL AUTHORITY OF MURRAY COUNTY
By: /s/ Steve R. Richards

Attest:
/s/ Annette W. Peden

Discussion and questions followed.

Fred, "I make a motion we accept it." Gary seconded and the motion passed by a vote of 4 to 0.

COMMITTEE REPORTS

FINANCE: I have reviewed the previous month's expenditures against budget, other than the discussion we have just had, I find them to be in order. Also, I have looked at the income stream and we seem to be on track.

INFRASTRUCTURE: The monthly report is provided. There has been a lot of trash and debris. A lot of cleaning this month.

There is something I need to get the council's recommendations. We thought we had a policy in place where we would pick up one load of brush from each resident. We have individuals cutting down ten or fifteen trees and expecting the city to remove it.

We need to adopt something to the effect that we will haul off one load of brush and after that \$150.00 per load.

Discussion followed, Mr. Williams will meet with individuals and something will be ready for next month.

There were twice as many loads picked up in March as February. March had 57 loads.

INTERGOVERNMENTAL & TECHNOLOGY:

PUBLIC SAFETY: Chief Baxter had his reports available. Chief Baxter advised the storm warning system was tested and went active. There will be a scheduled testing monthly.

Several training activities were held and the 19th FLAMES course was held this last weekend. We had 13 graduates for a total of 212 since the start of the program.

Chief Etheridge has his monthly reports available. Chief Etheridge advised he had seen an increase in drug activity. We have filed for seizure of \$15,500 and drugs.

Ward Smith was promoted to patrol sergeant and we took possession of two new patrol cars. They are fully staffed other than the investigator position.

There were a total of three theft cases for the month.

Executive Session: None

The City Marshal report for the month is available for your review.

Mayor Penland adjourned the meeting at 6:40 p.m.

ATTEST:

CITY CLERK

MAYOR DAN PENLAND

ALDERMAN BRAD ROWE

ALDERWOMAN CELESTE MARTIN

ALDERMAN GARY BROCK

ALDERMAN FRED WELCH

MARCH PAID BILLS

MAGISTRATE COURT OF MC	207.17	PAT DENSMORE SELF	562.00
KEEP CHATSWORTH MURRAY	2083.34	CHATS/MURRAY HEALTH DEPT	416.67
CHATS/MURRAY LIBRARY	2500.00	WHOLESALE SUPPLY GROUP	35.03
CHILD SUPPORT ENFORCEMENT	65.00	COHUTTA BANKING COMPANY	24205.51
NATIONWIDE RETIREMENT SO	242.00	METLIFE C/O FASCORE LLC	356.87
DAN PENLAND	39.76	WRIGHT EXPRESS FSC	7975.72
PEACE OFFICER'S A & B	260.00	MCCAMY PHILLIPS TUGGLE	229.50
WELLS FARGO	180.00	FAMILY SUPPORT REGISTRY	73.48
BRAD ROWE	169.46	BRADLEY BUILDERS SUPPLY	543.50
CHATSWORTH FARM & GARDEN	155.74	MAGISTRATE COURT OF MC	207.17
CHATSWORTH AUTO PARTS	174.04	MUNICIPAL EMERGENCY SVS	1735.20
FORT VIEW CLEANERS	241.05	WINDSTREAM	1362.62
GEORGIA MUNICIPAL ASSOC	8379.83	GEORGIA POWER COMPANY	15300.50
GMEBS LIFE & HEALTH	22198.40	MURRAY CTY FEED & SEED	12.00
RANDY'S AUTO TINT	10.00	KLEEN-A-MATIC	412.32
DALTON JANITORIAL INC	72.33	CHILD SUPPORT ENFORCEMENT	65.00
COMMUNICATION & ELEC	785.50	COHUTTA BANKING COMPANY	22197.43
NATIONWIDE RETIREMENT SO	242.00	METLIFE C/O FASCORE LLC	356.87
ADVANCED OFFICE SYSTEMS	69.74	ICJE	325.00
GOVERNMENTAL SYSTEMS INC	6215.00	FIRST IMPRESSIONS PRINT	80.00
WELLS FARGO	180.00	GAS SOUTH	2462.31
FAMILY SUPPORT REGISTRY	73.48	ROLAND & SARA HARBIN	6000.00
MURRAY COUNTY HOSPITAL	750000.00	CHATSWORTH FORD	24777.00
MAGISTRATE COURT OF MC	207.17	GLOBE CHEMICAL CO INC	386.30
GEORGIA POWER CO	3041.61	GSCCCA	3454.69
VULCAN MATERIALS COMPANY	1163.35	PEACE OFFICERS A & B FUND	689.60
MC COMMISSIONERS - DATE	562.11	411 AUTO REPAIR	258.93
CHILD SUPPORT ENFORCEMENT	65.00	KELLER OUTDOOR INC	1015.75
FERRELL GAS COMPANY	922.74	SANTEK ENVIRONMENTAL GA	886.53
B & B GARAGE	517.20	COHUTTA BANKING COMPANY	21921.82
MURRAY COUNTY JAIL FUND	1375.79	COURTWARE SOLUTIONS	581.10
O'REILLY AUTO PARTS	156.99	NATIONWIDE RETIREMENT SOL	242.00
METLIFE C/O FASCORE LLC	340.99	US DPT HOMELAND SECURITY	25.00
B. RODNEY CROWE	2340.00	COMMAND UNIFORMS	451.57
DASH MEDICAL GLOVES	65.90	ICJE	225.00
LEGALSHIELD	25.90	MASTER CARTRIDGE CORP	870.00
WELLS FARGO	180.00	AUTOZONE/AZ COMMERCIAL	153.06
5% VICTIMS SURCHARGE	684.79	JARRETT'S BUSINESS MACH	39.15
FAMILY SUPPORT REGISTRY	73.48	STAPLES ADVANTAGE	758.41
T & T UNIFORMS SOUTHR	406.00	MAGISTRATE COURT OF MC	207.17
GT DISTRIBUTORS INC	781.60	GMEBS LIFE HEALTH FUND	23435.50
PITNEY BOWES	162.00	PURE UV WATER COOLERS	30.00
ADVANCE AUTO PARTS	12.99	CHILD SUPPORT ENFORCEMENT	65.00
WORLD ELECTRONICS	41.98	MURRAY COUNTY TAX COMMISSIONER	81.00
FRETTA PULLIAM	23.00	COHUTTA BANKING COMPANY	26679.57
NATIONWIDE RETIREMENT SOL	242.00	VERIZON WIRELESS	421.45
METLIFE C/O FASCORE LLC	356.87	DAN PENLAND	39.76
NORTH GEORGIA EMC-SEDC	206.83	BANKCARD CENTER	1192.88
MCCAMY PHILLIPS TUGGLE	535.50	WELLS FARGO	180.00
GOLD KEY LOCK & SECURITY	13.00	FAMILY SUPPORT REGISTRY	73.48
SIRENS FOR CITIES	25995.00	3M COGENT INC	105.50
AFLAC	1424.98	MAGISTRATE COURT OF MC	134.58
CINTAS FIRST AID	63.75	GEORGIA TECHNOLOGY AUTHORITY	536.61
CHILD SUPPORT ENFORCEMENT	65.00	COHUTTA BANKING COMPANY	24907.51
NATIONWIDE RETIREMENT SO	242.00	METLIFE C/O FASCORE LLC	356.87
LEE SMITH INC	130.59	WELLS FARGO	180.00
CHAPTER 13 STANDING TRUSTEE	23.00	FAMILY SUPPORT REGISTRY	73.48