

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday January 3, 2017 at 9:00 a.m. in the Murray County Annex. The public is invited and encouraged to attend.

TENTATIVE AGENDA

1. Call to Order
 2. Approval of Minutes of Prior Meetings
 3. Approval of Agenda
 4. New Business
-
- A. Capital Purchase: 1-2017 Ford F250 for Animal Control – \$27,197.42 to be paid from 2013 SPLOST Funds
 - B. Agreement: Right of Access with Springbank for access to remove beaver dams for infrastructure protection
 - C. Appointment: Michael Baxter to the Northwest Georgia Region One EMS Council
 - D. Disposal of Surplus Inventory

Adjourn

Commissioner Available for Questions or Comments

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday, January 3, 2017 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 December, 2016 were approved.

Under new business the following items were addressed and approved.

A. Capital Purchase: 1-2017 Ford F250 for Animal Control - \$27,197.42 to be paid from 2013 SPLOT Funds (documents are stored in 2017 Auxiliary files)

Chatsworth Ford 2790 HIGHWAY 76 - CHATSWORTH, GA 30705 Phone: (706) 695-6701		
Purchase Date: 12/22/16 Salesperson: HOUSE	Cash Disclosure	Phone: (706) 695-6701 Fax: (706) 517-0243

Applicant MURRAY COUNTY COMMISSIONER PO BOX 1129 CHATSWORTH, Georgia 30705 Work: 706-695-2413		
Purchased Vehicle		
Stock # 17T067	Vehicle 2017 FORD F250 SUPER	Color WHITE

Purchases & Fees		Monies Received	
Selling Price	\$27,197.42	Trade	\$0.00
Fees		Trade Allowance:	\$0.00
Registration	\$0.00	Trade Payoff:	\$0.00
Temp Tag	\$0.00	Trade Net:	\$0.00
Transfer	\$0.00	Down Payment	
Notary	\$0.00	Cash Deposit:	\$0.00
Increase	\$0.00	Cash Down Payment:	\$0.00
Warranty Right	\$0.00	Deferred Cash:	-
Certificate of Title	\$0.00		
License	\$0.00		
Service Fee	\$0.00		
Taxes	\$0.00		
	\$0.00		
	Total Cash Price:		\$0.00
	\$27,197.42		
			Total Credits: \$0.00
			Total Cash Price: \$27,197.42
			Total Credits (-): \$0.00
			Balance Due: \$27,197.42

Generated on 12/22/16 at 9:36 AM by Roger Hobbs

SPLOT
Pul. Safety Vehs
Animal Control
B

Date Received: 12-22-16
Vendor # 6275
Due Date 12-22-16
Acct # 4204200-201304
PO #
Approved to be paid out of
General Fund
By BQ

B. Agreement: Right of Access with Springbank for access to remove beaver dams for infrastructure protection (documents are stored in 2017 Auxiliary Files)

SBK_SBK_9642_RoAA_Murray County Government_2016.12
CID No. _____

(Tract: 9642)

RIGHT OF ACCESS AGREEMENT

THIS RIGHT OF ACCESS AGREEMENT ("Agreement") is entered into, this ____ day of _____, 2016 by and between **Springbank, LLC** ("Licensor"), a Delaware limited liability company having an address of 115 Perimeter Center Place Suite 940 Atlanta, GA 30346, and **Murray County Government**, a Murray County Organization having an address of **121 N. Fourth Ave. P.O. Box 1129 Chatsworth, GA 30705** (collectively, hereinafter referred to as "Licensee").

WITNESSETH

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby agree to the following:

1. Licensor grants to Licensee a temporary right-of-access to enter upon a portion of the property of Licensor described on **Exhibit "A"** (the "**Right-of-Access Area**") for the sole purpose of **Removal of beaver dams and dens along with abating the beaver population**. (the "**Permitted Activities**"). No merchantable standing timber nor pre-merchantable planted stands shall be damaged or destroyed by Licensee.
2. At least 24 hours prior to Licensee's entry upon the Right-of-Access Area to conduct Permitted Activities, Licensee shall provide Licensor's designated agent (**Craig Seaman** tel: **404-736-3493**) with telephone notice of the date upon which Licensee will enter the Right-of-Access Area. Licensee will conduct all Permitted Activities upon the Right-of-Access Area and will not enter upon adjoining lands of Licensor.
3. The term of this Agreement shall expire on the earlier of (i) **June 1**, 2017 or (ii) upon written notice from Licensor to Licensee, whereupon the right of access granted herein shall terminate and be of no further force or effect.
4. Licensee hereby agrees that while exercising the right of access granted under this Agreement, Licensee will not engage in any activity other than the Permitted Activities. IF LICENSEE OR LICENSEE'S AGENTS ENGAGE IN ANY ACTIVITY OTHER THAN THE PERMITTED ACTIVITIES WHILE EXERCISING THE RIGHT OF ACCESS, THEN LICENSOR MAY TERMINATE THIS AGREEMENT, AND SUCH AGREEMENT SHALL BE NULL AND VOID AND HAVE NO FURTHER FORCE OR EFFECT WITH THE EXCEPTION OF THE LICENSEE'S OBLIGATIONS THAT EXPRESSLY SURVIVE CLOSING.
5. Licensee shall indemnify, defend and hold harmless Licensor, its members and their respective managers, employees, officers, agents and consultants from and against all damages, liabilities, claims, actions, demands, costs and expenses, costs of investigations, lawsuits and other proceedings whether in equity or law, settlement costs, reasonable attorneys' fees and costs, and penalties or violations of any kind, which arise out of, result from, or relate to: (i) any injury to a person or property occurring in connection with the use or occupancy of the Right-of-Access Area by Licensee or its agents, representatives, contractors, employees or invitees; (ii) any act or omission on the part of the Licensee or its agents, representatives, contractors, employees or invitees on any portion of Right-of-Access Area and (iii) any breach or default of this Agreement by Licensee.

6. Any work performed in the Right-of Access Area will be done in compliance with all laws and regulations. Licensee will return the site to a natural condition to the extent reasonably possible.
7. Licensee agrees that the obligations contained in the Sections 5, 6 and 7 of this Agreement shall survive termination of this Agreement. Licensee agrees to compensate Licensor for any damage including damage to any timber or crops located on the Right-of-Access Area or any of Licensor's adjoining property, caused to the Right-of-Access Area or any of Licensor's adjoining property that occurs as a result of or is in an manner connected with the Licensee's entry upon the Right of Access Area or any of Licensor's adjoining property or the conducting of Permitted Activities.
8. **LICENSOR AND LICENSEE AGREE THAT THIS AGREEMENT IS A LICENSE AND LICENSOR DOES NOT CONVEY, GRANT OR TRANSFER TO LICENSEE ANY INTEREST WHATSOEVER IN THE PROPERTY. LICENSEE MAY NOT ASSIGN OR SUBLICENSE ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.**
9. To the maximum extent feasible, Licensee may only access the Right-of-Access Area by use of existing roads. The road(s) shall not be widened at any location and no new roads may be constructed without Licensor's prior written consent which may be denied in Licensor's sole and absolute discretion. Licensee shall repair any damage caused to the roads due to its use.
10. If access to the Right-of-Access Area is restricted by a gate, Licensor shall supply Licensee with a combination to or keys for designated gates, and Licensee may not use locks other than those supplied by Licensor unless such locks do not prevent Licensor from opening a gate. Licensee shall, at Licensee's expense, repair any damage caused to any gate or fence by Licensee or any party pursuant to this Agreement. All gates must be kept closed and locked at all times.
11. Licensee will not dispose of any garbage or debris on the Right-of-Access Area or Licensor's adjoining property.
12. Licensees will exercise due care to prevent, control and eliminate forest fires. Licensee shall promptly report to Licensor all fires observed on the Right-of-Access Area or Licensor's adjoining property and all potential fire dangers. If at any time during the existence of this Agreement, Licensor, in its sole discretion, believes that a dangerous fire period exists, it may notify Licensee in writing to suspend and temporarily vacate the Right-of-Access Area until the dangerous fire period has passed.
13. Licensor reserves all rights in and to the Right-of-Access Area that are not expressly licensed to Licensee hereunder. Without limiting the foregoing, Licensor shall have the full free and absolute right and authority, by itself or its agents, servants and employees, and others from time to time authorized by licensor or its agents, servants or employees, to go on, upon and over the Right-of-Access Area for any purpose or purposes including, but not limited to, planting, cutting timber (complete or partial harvest including thinning and clear cutting, removing, protecting, caring for, improving and dealing with any part or parts or all of Right-of-Access Area. Neither Licensee nor anyone else shall have any right, power or privilege to prohibit, block or in any manner interfere therewith or to block, obstruct or interfere with any road or route used or useful for or in connection with such road or route into, on or through the Right-of-Access Area. Licensee shall have no right to prevent any agent, servant or employee of Licensor from traversing the Right-of-Access Area. Licensee shall in no manner interfere with Licensor's timber management, or the operations of Licensor's mineral licensees, if any, on the Right-of-Access Area, which operations may be conducted at any time. Licensor specifically reserves the right in its sole discretion, at any time

and from time to time, to cut, saw or remove any and all timber, wood or growth of any kind upon any or all portions of the Right-of-Access Area. If, in the course of Licensor's land management activities, it becomes necessary, expedient or desirable for Licensor to prohibit, curtail or otherwise suspend any of the Permitted Activities, Licensor shall have the right to do so immediately upon written notice thereof to Licensee.

14. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the earliest of actual receipt, the first business day after the date notice is delivered to the address of the other party as stated below, two days after notice is mailed by United States mail, certified mail, return receipt requested, to such address, or upon confirmed receipt by telecopy or e-mail. The addresses for notices are as set forth below the signature block of each party, however, either party may, by written notice, change its address for the purpose of future notices.
15. LICENSEE ACCEPTS THE RIGHT-OF-ACCESS AREA IN ITS CURRENT AND FUTURE CONDITION AS THE SAME MAY CHANGE FROM TIME TO TIME, AS-IS AND WHERE-IS, WITH ALL EXISTING AND FUTURE FAULTS AND HAZARDS. LICENSOR SHALL HAVE NO DUTY TO WARN LICENSEE OF ANY CURRENT OR FUTURE CONDITION OF THE RIGHT-OF-ACCESS AREA AND LICENSEE ACCEPTS ALL RISKS RELATING TO ITS ENTRY ONTO THE RIGHT-OF-ACCESS AREA.
16. LICENSEE ACKNOWLEDGES THAT THE RIGHT OF ACCESS AREA AND LICENSOR'S ADJOINING PROPERTY MAY BE SUBJECT TO ONE OR MORE HUNTING LICENSES. LICENSEE SHALL CONTACT LICENSOR AT LEAST 24 HOURS BEFORE ENTERING UPON THE SUBJECT PROPERTY AND LICENSOR SHALL PROVIDE CONTACT INFORMATION TO LICENSEE REGARDING THE HUNTING LICENSEES TO ALLOW LICENSEE TO VERIFY WHETHER IT IS SAFE TO ENTER UPON THE PROPERTY. LICENSEE ASSUMES ALL RISKS ASSOCIATED WITH ITS ENTRY UPON THE SUBJECT PROPERTY AND SHALL NOTIFY ANY OF ITS AGENTS AND CONTRACTORS ABOUT SUCH HUNTING LICENSES AND THAT LICENSOR IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE SUFFERED BY SUCH PARTIES.
17. Licensee agrees that, in conducting any Permitted Activity, Licensee or Licensee's agents will carry the insurance as described in Exhibit "B" attached hereto and Licensee may not enter upon the Right-of-Access Area until Licensee has provided Licensor with written evidence of such coverage. Licensee shall provide Licensor with policies or original certificates of workers' compensation, public liability, and all other insurance policies and certificates required hereunder. Neither Licensee nor any party under Licensee (a "Licensee Party") shall be entitled to enter onto the Right-of-Access Area or any property of Licensor until Licensor has received certificates of insurance showing current coverages for such Licensee Party complying with the requirements set forth herein. Each policy or policies shall, among other things, as applicable, provide that the insurer(s) specifically recognize and insure the obligations undertaken by the Licensee Parties pursuant to this Agreement and name Licensor, and Timberland Investment Resources, LLC as additional insured parties. Licensee agrees to deliver to Licensor certificates of insurance evidencing the existence in force of such policies of insurance. Such certificate will provide that such insurance will not be canceled or materially amended unless thirty (30) days' prior written notice of such cancellation or amendment is given to Licensor. Licensee shall deliver to Licensor any renewal or replacement certificates not later than ten (10) days prior to the expiration of any coverages herein.

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IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this as of the date and year first above written.

LICENSOR:

Springbank, LLC

By: Timberland Investment Resources, LLC
Its: Manager

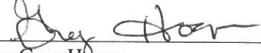
By: _____
Name: _____
Title: _____

Address: Timberland Investment Resources, LLC
115 Perimeter Center Place
Suite 940
Atlanta, GA 30346
Attn: Craig Seaman

With a copy to: Timberland Investment Resources, LLC
115 Perimeter Center Place
Suite 940
Atlanta, GA 30346
Attn: Cheryl Dervan

LICENSEE:

Murray County Government

By: 
Name: Greg Hogan
Title: Sole Commissioner



Address: Murray County Government
Attn: Matthew Sanford
121 N. Fourth Ave.
Chatsworth, GA 30705
Telecopy: msanford@murraycountyga.gov
E-mail: tparker@murraycountyga.gov

EXHIBIT "A"
RIGHT OF ACCESS AREA

Springbank LLC

Tract No. 9642

Located in Murray County, GA

(Map attached)

EXHIBIT "B"

Insurance Requirements

<u>Coverages (All on occurrence basis)</u>		<u>Limit of Liability</u>
General Limit of Liability (Including Contractual Liability)	\$1,000,000	General aggregate and combined single limit
Bodily Injury and Property Damage Limits	\$1,000,000	any one occurrence
Medical Payments	\$1,000	any one person
Automobile Liability (any auto)	\$1,000,000	any one occurrence
Workers Compensation	NA	as required by State Statute

Licensor shall be listed as the certificate holder and the following entities shall be named as an **Additional Insured** with respect to *General Liability and Automotive Liability*:

1. Springbank, LLC
2. Timberland Investment Resources, LLC

**C. Appointment: Michael Baxter to the Northwest Georgia Region 1 EMS Council
(documents are stored in 2017 Auxiliary Files)**

Northwest Georgia Region One EMS Council

Georgia, Murray County

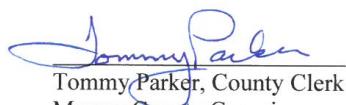
Appointment:

Mr. Michael Baxter 400 N. 3 rd Ave. Chatsworth, Ga. 30705	<u>Date Appointed</u> January 3, 2017	<u>Term</u> Jan. 1, 2017 - Dec. 31, 2018
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Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County Georgia

January 3, 2017 (Date)

To the Northwest Georgia Region 1 Emergency Medical Services Council,

On Behalf of Murray County, I/we nominate Michael Baxter to serve on the Northwest Georgia Region 1 Emergency Medical Services Council to fill the upcoming term January 2017-January 2019 for our county. I also understand that the position is not automatically renewed and requires a renewal or replacement decision from said county before the end of the term.

I/We understand my/our decision must be received by December 31, 2016 so you can notify the new representative of their requirement to attend the January 2017 meeting and the locations of said meeting.

Greg Hogan (please type or print name clearly)

Commissioner Representative

 (signature) January 3, 2017 (date)

Please provide the following information for your representative:

Mailing Address P.O. Box 516 -City Chatsworth State Ga.
Zip 30705

Email address mbaxtercf1@windstream.net Phone Number 706-463-1296

Please mail or email your decision to the following address:

David T. Foster III, MLS, Paramedic
Regional Director
Region 1 Office of EMS & Trauma
1309 Redmond Road
Rome, GA 30165
david.foster@dph.ga.gov

If you have any questions you may contact Mr. Foster at 706-295-6176 or 404-989-4231(cell)



November 7, 2016

Dear Commissioner Pittman

The term of one of the current representatives from Murray County on the Northwest Georgia Region 1 Emergency Medical Services Council will expire on January 25, 2017. The positions are not automatically renewed and require a renewal or replacement decision from you.

The current representative whose term is expiring is **Kevin Ballew who resigned in June 2016 and no replace has been appointed.**

Their attendance record for the last two years is **NA** absences from a total of 8 meetings (a NA attendance record).

*Please let us know about your decision by December **31, 2016** by completing the attached nomination letter. Your options are:*

1. Appoint a new representative and send us his/her contact information for a term ending in January, 2019.
2. Appointments not received by January 15, 2017 will result in an appointee for your county being made by the Council Chair per the Council By-Laws

You may mail or email your decision to the following address:

David T. Foster III, MLS, Paramedic
Regional Director
Region 1 Office of EMS & Trauma
1309 Redmond Road
Rome, GA 30165
david.foster@dph.ga.gov

If you have any question you may contact Mr. Foster at 706-295-6176.

Sincerely,

Danny West, NRP, Council Chair

D. Disposal of Surplus Inventory (documents are stored in 2017 Auxiliary Files)

Murray County Government
Disposal of Surplus Inventory

The following items of county property have been determined to be unserviceable and/or no longer cost effective for the county to operate or maintain. As a result these items have been declared surplus inventory by the Murray County Commissioner. Therefore, the Commissioner has directed the county's Financial Officer to dispose of these items to the highest bidder in the setting that would achieve the greatest financial benefit for the county, and that those proceeds be returned to the county's General Fund. In the event that no bids are received, or if the item is in such a state of disrepair that storage and handling would exceed any possible bid proceeds, then the item would be sold for salvage value or disposed of as waste.

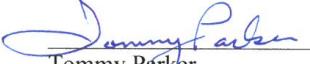
Surplus Property List:

- | | |
|-----------------------------------|-------------------|
| • 1997 Ford Ambulance | 1FDSS34F4WHA56984 |
| • Stove – General Electric | TS149949 |
| • Refrigerator – General Electric | LBX18SGB |



Greg Hogan

County Commissioner



Tommy Parker

County Clerk

Date 01-03-17

ADJOURNMENT:

Executed this 3rd day of January, 2017

ATTEST:

Tommy Parker, County Clerk

Greg Hogan, Commissioner

In Attendance: Greg Hogan, Tommy Parker, Ed Dunn, Lori Harrison, Anthony Noles, Anthony Pittman, Steven Anglea