

Murray County Commissioner's Meeting May 7th 2019

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday April 2, 2019 at 9:00 a.m. in the Murray County Annex. The public is invited and encouraged to attend.

TENTATIVE AGENDA

1. Call to Order
2. Approval of Minutes of Prior Meetings
3. Approval of Agenda
4. New Business

- A. Approval of Murray County Land Use and Development Planning Commission Meeting minutes
- B. Contract: Probation services for M.C. Magistrate Court by North Ga. Judicial Services
- C. Capital lease to Purchase: Caterpillar CB7 asphalt roller – 2,887 per month
- D. Contract: Momon Construction for MCFD Sta. 1 relocation on Hwy. 225 south - \$1,114,125
- E. Contract: Municipal Code Corporation to update and web host the M.C. Code of Ordinances
- F. Disposal of surplus property

Adjourn
Commissioner Available for Questions or Comments



MURRAY COUNTY COMMISSIONER'S OFFICE

P.O. Box 1129 • 121 North 4th Ave., Chatsworth, GA 30705
Telephone 706-517-1400 • Fax 706-517-5193
www.murraycountyga.org

April 22, 2019

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

RE: Murray County Land Use Planning Commission Meetings April 16, 2019.

Dear Mr. McDaniel:

I have reviewed the actions of the Commission has taken at the April 16, 2019 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

Greg Hogan,
County Commissioner

STATE OF GEORGIA

COUNTY OF Murray

COURT Murray County Magistrate Court

CONTRACT FOR PROBATION SERVICES

THIS CONTRACT made and entered into this 3rd day of April, 2019, between Mary Jean Baker Enterprises, Inc., DBA: **North Georgia Judicial Services**, an S-Corporation registered with the State of Georgia, hereafter referred to as "NGJS", and the Magistrate Court of Murray County, hereinafter referred to as "Court".

WITNESSETH:

WHEREAS, Court is authorized by O.C.G.A. §42-8-100 to provide general probation supervision, fine collection services, counseling and other probation services for persons convicted of certain misdemeanors and;

WHEREAS, NGJS is uniquely qualified in providing such comprehensive professional services and being willing to contract with the Court in an effort to comply with the legislative enactment, as well as the guidelines set forth by the Misdemeanor Probation Oversight Unit through the Department of Community Supervision Board.

WHEREAS, the parties hereto deem it in their respective best interest and each will best be served by entering into said Contract for the provisions by NGJS of such probation services as ordered by the Court.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this contract, the parties hereto agree as follows:

1. Designation by Court

The Court shall designate NGJS as the entity to coordinate and provide direct probation and rehabilitation program services to offenders sentenced by and under the jurisdiction of the Court.

2. Scope of Services

NGJS shall provide the services and programs for the misdemeanor offenders placed on probation by the Court, which shall include the following particulars:

- A. Comply with the legislative enactment (O.C.G.A. §42-8-100) as well as all guidelines set forth by the Misdemeanor Probation Oversight Unit through the Department of Community Supervision.



RENTAL AGREEMENT WITH PURCHASE OPTION

DATE

Mar 25, 2019

Yancey Bros. Co., 330 Lee Industrial Blvd., Austell, GA 30168

PURCHASER STREET ADDRESS CITY/STATE POSTAL CODE		MURRAY COUNTY PO BOX 1129 CHATSWORTH, GA 30705-1129	COUNTY MURRAY	S H I P	<SAME>
CUSTOMER CONTACT		EQUIPMENT PRODUCT SUPPORT	MR. SCOTT WITHEROW, 706.483.0080 MR. SCOTT WITHEROW, 706.483.0080	T O	F.O.B. AT
PAYMENTS TERMS		NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/> OTHER <input type="checkbox"/>	RENTAL START DATE	
CUSTOMER NUMBER		903497	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER	
INSURANCE VALUE OF EQUIPMENT FOR INSURANCE		CUSTOMER INSURES AGENT PHONE # POLICY # <input type="checkbox"/> INSURANCE BINDER ATTACHED			
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR, INC. STOCK NUMBER: EM2181790		MODEL: CR7 SERIAL NUMBER: 0E1500233	YEAR: 2019		
CBT 01A VIBRATORY COMPACTOR		1505-8465	INSTRUCTIONS, NORTH AMERICAN	505-4561	
LANE 3 ORDER		08-9003	LIGHT, ROTATING BEACON	351-3443	
ENGINE, EPA FLEX		516-8184	FREEZE PROTECTION, ROPS/POPS	351-3429	
DRUM, SOLID		520-6125	PACK, DOMESTIC TRUCK	0P-0210	
HITCH, STANDARD		341-8800	SD MACHINE	351-3398	
OIL, HYD, FACTORY FILLED		343-6157	SYSTEM, 5 AMPLITUDE	341-8757	
LIGHTS, WORKING		501-6572			
PLATFORM, ROPS/POPS		513-5924			
ROTATION, HAIL		343-6115			
PANEL, STD		510-6132			
CONTROL, PREMIUM		454-3055			
STEERING WHEEL, FIXED		489-6273			
LAMPS/GEARS, OPTION 1		527-8200			
SEAT, STD VINYL		343-6129			
PRODUCT LINK, CELLULAR (PL64)		451-3740			
RENTAL TERMS			PURCHASE OPTION		
MONTHLY RENTAL RATE	2,887	CUSTOMER TO PROVIDE	<input checked="" type="checkbox"/>	PURCHASE OPTION PRICE	107,506
MONTHLY INSURANCE RATE	N/A	TERM	<input type="checkbox"/>	EXTENDED WARRANTY PREMIUM	Included
TOTAL SALES PRICE 107,506					
TOTAL SALES PRICE					
RENTAL RATES ARE BASED ON A MAXIMUM USAGE OF 178 HOURS PER MONTH. ALL RATES QUOTED ARE F.O.B. YANCEY BROS. CO. BRANCHES AND ARE SUBJECT TO APPLICABLE TAXES. CUSTOMER AGREES TO PAY YANCEY BROS. CO. FOR THE ENTIRE TERM AND RENT THE EQUIPMENT FOR AT LEAST THE MINIMUM TERM.					
CUSTOMER IS RESPONSIBLE FOR ALL DAMAGES INFLICTED TO EQUIPMENT WHILE ON RENT. CUSTOMER AGREES TO RETURN MACHINE FULL OF FUEL OR PAY FOR MACHINE TO BE RE-FUELED IF RETURNED. IF RETURNED THE MACHINE MUST BE IN CLEAN CONDITION AND NOT EXCESSIVELY DIRTY, OR ADDITIONAL CLEANING CHARGES WILL INFLICT.					
IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PAY FOR AND MAINTAIN THE EQUIPMENT IN GOOD RUNNING CONDITION AND TO PERFORM REGULAR SCHEDULED MAINTENANCE PER CAT SPECIFICATIONS USING OEM PARTS.					
CUSTOMER PERFORM <input checked="" type="checkbox"/>		DEALER PERFORM <input type="checkbox"/>	INITIAL	AT TIME OF CONVERSION <input checked="" type="checkbox"/> INITIAL	
IF THE DEALER IS TO PERFORM THE SCHEDULED MAINTENANCE, THE CUSTOMER MUST MAKE REASONABLE ACCOMMODATION TO PROVIDE THE MACHINE TO YANCEY BROS. CO. AT A MUTUALLY AGREEABLE TIME.					
<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		INITIAL	INTEREST		
The customer acknowledges that he has received a copy of the YANCEY BROS. CO. Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.					
Warranty applicable including expiration date where necessary.					
<input type="checkbox"/> USED EQUIPMENT WARRANTY		INITIAL	All used equipment is sold as is where is and no warranty is offered or implied except as specified here.		
Warranty applicable					
CSA					
NOTES					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

YANCEY BROS. CO.

ORDER RECEIVED BY

Zach Walden

APPROVED AND ACCEPTED ON

04-02-19

PURCHASER
MURRAY COUNTY

REPRESENTATIVE

PURCHASER

BY

SIGNATURE

TITLE

**Additions and Deletions Report for
AIA® Document A101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Nineteen

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Murray County Municipality (sole commissioner Greg Hogan)
121 North 4th Avenue Chatsworth Ga. 30705

...

Momon Construction, Subchapter S Corporation
443 Elm Street
Telephone Number: 706-625-1881

...

Murray Fire Station #1
793 Hwy 225 south Chatsworth GA
Fire Station

...

(Name, legal status, address and other information)

Carlson and Carlson Architects
311 North Hamilton Street
Dalton Ga. 30720

PAGE 2

A date set forth in a notice to proceed issued by the Owner.
PAGE 3

Not later than (240) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Fourteen Thousand One Hundred Twenty-five Dollars and Zero Cents (\$ 1,114,125.00), subject to additions and deductions as provided in the Contract Documents.

...

200.00 per day



REPUBLICATION, SUPPLEMENTATION AND ONLINE CODE HOSTING SERVICES

Quote for Murray County, Georgia

May 1, 2019 - Valid for 90 days



Susan Webb
Territory Account Manager
Phone 800-262-2633 ext. 1729
Email SWebb@municode.com
PO Box 2235 Tallahassee, FL 32316

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:

• Caterpillar Roller CB-534C	5HK49115
• 2004 Chevrolet Silverado 1500	1GCEK19T34E174527

Greg Hogan
County Commissioner

Tommy Parker
County Manager

Date 5-7-2019