

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.

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. 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 MURRAY COUNTY		<SAME>	
STREET ADDRESS PO BOX 1129			
CITY/STATE CHATSWORTH, GA	COUNTY MURRAY		
POSTAL CODE 30705-1129	PHONE NO 706-517-1400		
EQUIPMENT MR SCOTT WITHEROW, 706.483.0080			
PRODUCT SUPPORT MR SCOTT WITHEROW, 706.483.0080			
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 2		CUSTOMER INSURES AGENT PHONE # POLICY # <input type="checkbox"/> INSURANCE BINDER ATTACHED	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE CATERPILLAR, INC. MODEL CR7 YEAR 2019			
STOCK NUMBER 247181740 SERIAL NUMBER 061500233			
CB7 01A VIBRATORY COMPACTOR 1505-9445 INSTRUCTIONS, NORTH AMERICAN 1505-8563			
LAMS 3 ORDER 0P-9003 LIGHT, ROTATING BEACON 351-3443			
ENGINE, EPA FLEX 516-8184 FREEZE PROTECTION, ROPS/POPS 351-3429			
DRUM, SOLID 510-6125 BACK, DOMESTIC TRUCK 0P-0210			
HITCH, STANDARD 341-8800 STD MACHINE 351-3398			
OIL, HYD, FACTORY FILLED 343-6157 SYSTEM, 5 AMPLITUDE 341-8752			
LIGHTS, WORKING 501-6572			
PLATFORM, ROPS/POPS 513-5924			
POTATION, ROPS 343-6115			
PAGES, STD 510-6132			
CONTROL, PREMIUM 454-3055			
STEERING WHEEL, FIXED 489-6273			
LANGUAGES, OPTION 1 527-4280			
SEAT, STD VINYL 343-6139			
PRODUCT LINK, CELLULAR PL641 451-3740			
RENTAL TERMS MONTHLY RENTAL RATE 2,587 MONTHLY INSURANCE RATE N/A TERM 6 RENTAL RATES ARE BASED ON A MAXIMUM USAGE OF 176 HOURS PER MONTH ALL RATES QUOTED ARE F.O.B. YANCEY BROS. CO. BRANCHES AND ARE SUBJECT 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 INCURRED 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 INCUR. 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"/> 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.		PURCHASE OPTION PURCHASE OPTION PRICE 107,506 EXTENDED WARRANTY PREMIUM Included TOTAL SALES PRICE 107,506 AT ANY TIME DURING THIS RPO, BUT NOT LATER THAN THE ENDING DATE HEREIN, THE CUSTOMER SHALL HAVE THE OPTION TO PURCHASE THE EQUIPMENT AT THE PURCHASE OPTION PRICE (IF ANY) STATED ON THE RPO ORDER PROVIDED THE CUSTOMER IS NOT IN DEFAULT UNDER THE RPO. THE PURCHASE OPTION PRICE MAY BE ADJUSTED UPWARD AND DOWNWARD AT LESSOR'S DISCRETION BASED UPON THE FOLLOWING FACTORS (ADJUSTED OPTION PRICE): BILLED RENTALS, UNPAID RENTALS, TAXES, MAINTENANCE AND REPAIR EXPENSES, LESSOR'S INTEREST EXPENSE, AND OTHER FACTORS DETERMINED BY LESSOR. UPON THE EXERCISE OF THIS OPTION AND FULL PAYMENT OF THE ADJUSTED OPTION PRICE, LESSOR WILL EXECUTE AND DELIVER TO THE CUSTOMER ALL DOCUMENTS NECESSARY TO EFFECT TRANSFER OF OWNERSHIP OF THE EQUIPMENT TO THE CUSTOMER, FREE AND CLEAR OF ALL ENCUMBRANCES, SECURITY INTERESTS, AND LIENS. THE CUSTOMER AND LESSOR MAY CONSIDER CREDIT PAYMENT OF THE ADJUSTED OPTION PRICE WHICH CREDIT IS TO BE NEGOTIATED AT THE TIME THE OPTION IS EXERCISED. IF ADDITIONAL REPAIR COSTS (INCLUDING TRAVEL AND OVERTIME PREMIUMS, OVER AND ABOVE REGULARLY SCHEDULED MAINTENANCE AND REPAIRS NOT COVERED BY WARRANTY) ARISE WITHIN THE LEASE PERIOD THE CUSTOMER AGREES TO PAY FOR THESE REPAIRS. WHEN THEY ARISE <input checked="" type="checkbox"/> AT TIME OF CONVERSION <input checked="" type="checkbox"/> INTEREST If and when this PURCHASE OPTION is exercised all rental payments must be current at which time 100% of the paid rental will apply toward the purchase price plus any other cost shown above, less a rental service charge of 1% of purchase price per month from date of this agreement to date of exercising this option.	
<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY INITIAL 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

REPRESENTATIVE

APPROVED AND ACCEPTED ON
MURRAY COUNTYPURCHASER
04-02-19

BY

Signature
Commissioner

PURCHASER

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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PAGE 1

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

...

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

[X] 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

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User Notes:

(1884247161)




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