

# **GEORGIA, Murray County**

## **MINUTES**

**The Murray County Commissioner held a public meeting Tuesday, June 5, 2012 at 9:00 a.m. in the hearing room of the Murray County Courthouse Annex.**

**Commissioner Hogan called the meeting to order and welcomed those in attendance.**

**By signature and execution the minutes of May, 2012 were approved.**

**With no additions or deletions to the agenda, Commissioner Hogan adopted the agenda as presented.**

**Under new business the following items were addressed and approved.**

- A. Approved Murray County Land Use Development Planning Commission Minutes Dated May 15, 2012 and May 29, 2012.**

**The meeting was called to order by Chairman Steve Anglea at 7:00 p.m. All members present.**

**The first order of business was approval of the agenda. David McDaniel made a motion to approve the agenda, 2<sup>nd</sup> by David McDaniel, all in favor, none opposed, agenda approved.**

**Darrell Smith made a motion to approve the minutes, 2<sup>nd</sup> by David McDaniel, all in favor, none opposed, motion carried.**

**Old Business: None**

**New Business:**

**Item 1. Re-Classification of Property from SR to AG owned by Chris Bowers, in land lot 196 district 9 of Murray County and addressed as 390 White Road. Mr. Bowers was present for the meeting. Dick Barnes said the request was in order for presenting and he had no issues with the request and he recommends approval. Nancy Young said all notices had been sent to adjacent property owners. Charles Anderson was present and said he was in favor of the request. No one against. The public portion of the meeting closed for board discussion. Darrell Smith made a motion to approve the request, 2<sup>nd</sup> by David McDaniel, all in favor, none opposed, motion carried.**

**David McDaniel made a motion to adjourn, 2<sup>nd</sup> by Edward Dunn, all in favor,**

meeting adjourned.

The meeting was called order by Co-Chairman David McDaniel, Larry Morrison and Steve Anglea was not present.

The first order of business was approval of the agenda. Edward Dunn made a motion to approve the agenda, 2<sup>nd</sup> by Darrell Smith, all in favor, none opposed, agenda approved.

Old Business: None

New Business:

Item 1. Re/Classification of Property from SR to AG owned by Ray Gallman, in land lot 274 district 10 of Murray County and addressed on Hawkins Branch Road Mr. Gallman was present for the meeting. Dick Barnes said the request was in order for presenting, and he said when zoning came into effect in 2003, a tract this size should have been zoned AG at that time. He has no issues with the request and he recommends approval. Nancy Young said all notices had been sent to adjacent property owners. Ray Gallman and his son Jackie were present for the meeting. Mr. Gallman stated he wanted to put a mobile home on the property to be used as rental property. Rodney Quarles was present representing Ms. Setter. He said she had lived on this property for 70 years and she does not want mobile homes or some type of commercial operation to be on the property. She thinks that a zone change to AG will devalue here property. She wants her grandchildren to build houses on the property. Mr. Quarles said he had gotten deeds for property across the road from said property, that had been sold by Mr. Gallman to Mr. AJ Patterson and the deed stipulates that there are to be no mobile homes on the property. Now he is wanting to put a mobile home on the property he had on the opposite side of the road. In Rebuttal, Mr. Gallman said, the property across the road is and has been a shooting range for 10 years or more, and as for chicken houses there are some directly behind Ms. Setter's property. Mr. Gallman says he has no plans for chicken houses. No one else for or against the request. Darrell Smith said he looked at the property and the way it lays it would take a lot of work to level a place for chicken houses, he made a motion to approve the request. Edward Dunn said he agrees with Mr. Smith that it would take a lot of work to prepare the land for chicken houses, he 2nds the motion. All in favor, none opposed, motion carried. Edward Dunn made a motion to adjourn the meeting, 2<sup>nd</sup> by Darrell Smith, all in favor, none opposed, meeting adjourned.

- B. Lease Agreement: Shuttle Bus from GDOT at \$.10/mile plus repairs and maintenance

**LEASE AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
MURRAY COUNTY**

This agreement, made and entered into this 5<sup>th</sup> day of June, 2012, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of

Georgia, hereinafter referred to as the “DEPARTMENT”, and MURRAY COUNTY, hereinafter called the “SPONSOR”.

WHEREAS, the SPONSOR has undertaken a program to provide transportation services to the public in MURRAY COUNTY; and

WHEREAS, this Public Transportation System will have a profound impact upon the development of the total organized transportation services in the State of Georgia; and

WHEREAS, the SPONSOR desire to obtain the use of certain mass transportation vehicle(s) as hereinafter set forth, from the DEPARTMENT, to provide said services; and

WHEREAS, the DEPARTMENT, pursuant to Section 32-9-2, O.C.G.A., is authorized to support, own, lease, maintain and operate mass transportation facilities in cooperation with counties and municipalities.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein made, it is agreed by and between the DEPARTMENT and the SPONSOR.

## **ARTICLE I SCOPE AND PROCEDURES**

This Agreement covers the obligations of the parties in connection with the lease of DOT#600-0081, 2008 Ford Shuttle Van and Lift (VIN: 1DFWE35S98db51722) hereinafter referred to as the “PROJECT” vehicle(s)”, during the time set forth in Article II.

For and in consideration of the mutual promises herein contained, the parties agree as follows:

- a) That the DEPARTMENT shall be responsible for assuring that PROJECT vehicle(s) is roadworthy at the time of delivery.
- b) That the SPONSOR shall use PROJECT vehicle(s) for the provisions of public transportation service in MURRAY COUNTY.
- c) That during the period of contract performance, the SPONSOR shall maintain the PROJECT vehicle(s) at a level of cleanliness, safety, and mechanical soundness as approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming that the proper level of cleanliness, safety, and mechanical soundness is maintained pursuant to this Article.
- d) The SPONSOR shall maintain PROJECT vehicle(s) in roadworthy condition during the term of this Agreement including provisions for routine maintenance and repairs.
  - 1) Prior to leasing, the PROJECT vehicle(s) shall undergo a joint inspection by the DEPARTMENT and the SPONSOR utilizing the Section 5311 Vehicle Monitoring Form for the purpose of documenting overall condition of the vehicle with respect to wear and tear, cleanliness, damage, defects, and missing equipment. The SPONSOR and the DEPARTMENT shall sign this pre-delivery inspection document.
  - 2) The PROJECT vehicle(s) shall be delivered to the SPONSOR fully fueled and shall be returned to the DEPARTMENT in like manner.
  - 3) At the termination of the lease Agreement, PROJECT vehicle(s) shall

undergo a final inspection in the same manner as outlined in Section (d)(1) of this ARTICLE. Noted excessive wear and tear, damage, missing equipment will be assessed by the DEPARTMENT and reimbursed by the SPONSOR. Vehicle(s) should be returned in a clean condition inside and out or a \$100.00 cleaning fee will be assessed the SPONSOR.

- e) That the SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT with regards to the use of PROJECT vehicle(s) during the term of this Agreement and shall submit such records to the DEPARTMENT upon request but no less than monthly. Reports specified by the DEPARTMENT will contain information sufficient to assure compliance with this ARTICLE and with ARTICLE IV, COMPENSATION AND PAYMENT.
- f) That the SPONSOR shall maintain, in the amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT vehicle(s) throughout the lease term of this Agreement. Evidence of such insurance shall be provided to the DEPARTMENT prior to Delivery of the PROJECT vehicle(s).
- g) During the period of contract lease Agreement, SPONSOR agrees to provide PROJECT vehicle(s) with liability insurance in an amount not less than \$100,000 per person and \$300,000 per accident and \$50,000 property damage. Evidence of such insurance shall be provided to the DEPARTMENT prior to delivery of the PROJECT vehicle(s).
- h) If at any time during the duration of contract lease Agreement, it is determined by the DEPARTMENT that said PROJECT vehicle(s) is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in Section (e) of this ARTICLE, then the DEPARTMENT at its discretion shall cause this Agreement to be terminated.
- i) The SPONSOR shall not permit the use of PROJECT vehicle(s) for partisan political purposes; and the PROJECT vehicle(s) should not be used for any purpose other than public transportation.
- j) The SPONSOR shall not alter, modify or remove from the PROJECT vehicle(s) any part, component, or accessory without written consent from the DEPARTMENT.
- k) The SPONSOR shall provide a vehicle operator who has satisfactorily completed a driver training course or in the equivalent such operator has previous experience operating the vehicle in a safe and satisfactory manner, provided such operator shall be named in any sublease agreement between the SPONSOR and the sublease.

## **ARTICLE II**

### **TERM OF AGREEMENT**

The provisions under this Agreement shall be for a period of six months commencing May 1, 2012 and shall terminate on or before October 31, 2012.

## **ARTICLE III**

### **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The SPONSOR, its agent and employees, shall be responsible for any and all

damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment, material, or facility covered under this Agreement or from the installation and operation thereof.

#### **ARTICLE IV COMPENSATION AND PAYMENT**

For good and valuable consideration the DEPARTMENT shall be reimbursed \$.10 per mile for utilization of PROJECT vehicle(s) as set forth in ARTICLE I hereof. During the term of this Agreement the SPONSOR shall submit monthly reimbursements to the DEPARTMENT for the amount of compensation due as set forth in this ARTICLE. If the Agreement is terminated pursuant to ARTICLE V, TERMINATION, the SPONSOR shall be responsible for reimbursing the DEPARTMENT up to and including the compensation due to the DEPARTMENT for the month in which the contract is terminated.

#### **ARTICLE V TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause upon seven (7) days written notice to the SPONSOR, and for no cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR.

#### **ARTICLE VI TERMINATION**

No material changes in the scope, character, or duration from those required under this Agreement shall be allowed without written amendment to this Agreement.

#### **ARTICLE VII INTEREST OF THE DEPARTMENT**

The SPONSOR covenants that it presently has not interest, either direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The SPONSOR further agrees that no person having such interest shall be employed.

**ARTICLE VIII  
INDEPENDENT CONTRACTOR AND LABOR REQUIREMENTS**  
No agency relationship is created by venture of this Agreement. The SPONSOR is an independent contractor to the DEPARTMENT.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

C. Appointment: Ms. Susan Longley to the Murray County Board of Health

	<b>Term</b>	<b>Date Appointed</b>
Ms. Susan Longley 706-517-2034-Office 706-271-8466-Cell	01/01/07-12/31/13	06/05/12

[slongley@murraymedical.org](mailto:slongley@murraymedical.org)  
Chatsworth, Georgia 30705

(To fill unexpired terms of Mr. Tony Carter and Ms. Brenda Guinn due to resignations)

<b>D.</b>	<b>Appointment: Mr. Scott Humphrey to the Murray County Recreation Board</b>		
		<b>Term</b>	<b>Date Appointed</b>
	Mr. Scott Humphrey	01/01/12-12/31/16	06/05/12
	120 Sunset Drive		
	Chatsworth, Georgia 30705		

**E. Resolution: Designating the Charles Ray Gladden Roadway**

### **RESOLUTION**

#### **Designating the Charles Ray Gladden Roadway**

**WHEREAS, Mr. Charles Ray Gladden was born in Murray County on June 13, 1941; and**

**WHEREAS, Mr. Gladden has lived and worked on the Petty Farm for more than forty-two years; and**

**WHEREAS, a vital part of the County, State and Country's economy is based on agriculture; and**

**WHEREAS, Mr. Gladden has been a faithful member of Fairy Valley Baptist Church for more than ten years; and**

**WHEREAS, it is the desire of the Murray County Government to recognize and honor citizens who have contributed to the service of our community; and**

**WHEREAS, Mr. Gladden has made many significant and worthwhile contributions, it is only fitting and proper that Murray County, Georgia perpetuates his name in an appropriate fashion.**

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER OF MURRAY COUNTY, GEORGIA that a portion of the Gregory Mill Road in Crandall, Georgia is hereby designated as the "CHARLES RAY GLADDEN ROADWAY".**

**BE IT FURTHER RESOLVED that the Public Works Department of Murray County, Georgia is authorized and directed to place appropriate signage at the appropriate location designating said road as provided in this Resolution.**

**F. Resolution: Designating the Clifford "Tip" Fox Bridge**

## **RESOLUTION**

### **A RESOLUTION Designating the Clifford “Tip” Fox Memorial Bridge**

**WHEREAS, Clifford “Tip” Fox, born on September 5, 1922, was the son of John and Mae Fox.**

**WHEREAS, Clifford “Tip” Fox, in 1942 at the age of twenty was drafted into the U.S. Army.**

**WHEREAS, Clifford “Tip” Fox, in December 16, 1944, Tank Gunner U.S. Army Private Fox was captured by the Germans during the Battle of the Bulge when his tank was hit twice by a German bazooka.**

**WHEREAS, Clifford “Tip” Fox, was among other Americans that were captured during the battle. They were forced to march 400 miles through extreme winter conditions, having to sleep in old barns while only receiving one meal a day.**

**WHEREAS, Clifford “Tip” Fox, went from weighing 185 pounds to only 92 during his captivity. Prisoners were forced to repair railroads that had been damaged by Allied forces.**

**WHEREAS, Clifford “Tip” Fox, in April 29, 1945 was freed by Big Red 1 of the First infantry in Laptiz, Germany. Flown to camp Lucky Strike in Laharu, France where they received their first meal.**

**WHEREAS, Clifford “Tip” Fox, later spent time at Camp Miles Standish in Boston, MA; Fort McPherson Pancoast Hospital in Miami, FL.**

**WHEREAS, Clifford “Tip” Fox, was discharged from the Army on November 21, 1945.**

**WHEREAS, Clifford “Tip” Fox, forty three years later he received a POW medal along with \$1 per day for the time he served as a POW during WWII. He also received the Bronze Star Medal and the Purple Heart.**

**WHEREAS, Clifford “Tip” Fox, was married to Lucille “Susie” Fox for 57 years, one brother Hugh Fox and three sisters Fannie Cochran, the late Pauline Burger and the late Annie Chastain. Three nephews Stacey Cochran, Tony Fox and Allen Chastain along with two nieces Bernice Elrod and Janelle Chapman.**

**WHEREAS, Clifford “Tip” Fox, made a significant and worthwhile contribution to the county and the United States of America for his dedicated service and sacrifice made by him.**

**WHEREAS, Clifford “Tip” Fox, the significance of this resolution reflects so positively on, not only, Clifford “Tip” Fox, but also our entire community.**

**AND WHEREAS, Clifford “Tip” Fox, In recognition of these contributions, it is only fitting and proper that the County of Murray, Georgia, perpetuate his name in an appropriate manner.**

**NOW, THEREFORE, BE IT RESOLVED BY THE SOLE COMMISSIONER OF MURRAY COUNTY, GEORGIA, that the constructed bridge on Fox Bridge Road in Murray County, Georgia, is designated as the CLIFFORD “TIP” FOX MEMORIAL BRIDGE.**

<b>G.</b>	<b>Reappointment: Brett Morrison to the Murray County DFCS Board</b>				
	<table><tr><td><b>Term</b></td><td><b>Date Appointed</b></td></tr><tr><td><b>July 1, 2012-June 30, 2017</b></td><td><b>June 5, 2012</b></td></tr></table>	<b>Term</b>	<b>Date Appointed</b>	<b>July 1, 2012-June 30, 2017</b>	<b>June 5, 2012</b>
<b>Term</b>	<b>Date Appointed</b>				
<b>July 1, 2012-June 30, 2017</b>	<b>June 5, 2012</b>				
<b>Mr. Brett Morrison</b>					
<b>810 ½ G.I. Maddox Parkway</b>					
<b>Chatsworth, GA 30705</b>					

**Documents are located in the auxiliary file.**

**ADJOURNMENT:**

**This 5<sup>th</sup> day of June 2012**

**ATTEST:**

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**Tommy Parker, Interim County Clerk**

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**Greg Hogan, Commissioner**

**In Attendance: Greg Hogan, Tommy Parker, Dinah Rowe, Edward Dunn, Mack Belue, Dana Burch, Joey Arnold, Matt Sanford, Brittany Pittman and Roy Orr**