



MORGAN COUNTY COMMISSION
A G E N D A
May 20, 2021
5:00 PM
150 East Washington Street, Madison, GA
2nd Floor Board Room

Pledge and Invocation

Agenda Approval

Presentations

1. FY2022 Budget Presentation

Minutes

2. May 04, 2021 BOC Meeting

New Business

3. 2021-RES-013 Revenue Bond Authorization for Development Auth.
4. AG Board Vacancy
5. Tax Assessor Board Vacancy
6. Library Board Vacancy
7. IGA- Collection of Ad Valorem Taxes - City of Madison
8. IGA- Collection of Ad Valorem Taxes - City of Rutledge
9. IGA- Collection of Ad Valorem Taxes - Town of Buckhead
10. IGA- Collection of Ad Valorem Taxes - City of Bostwick
11. Concrete for Newborn Road Site
12. Purchase of Vehicles for Sheriff's Office
13. Purchase of Dump Trailer
14. Commissioner Liaison Reports
15. Public Comments on Agenda Items

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA,
MET THIS DAY IN REGULAR SESSION.

MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.

PRESENT: Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

STAFF: County Manager Adam Mestres, Procurement Director Mark Williams, County Attorney Christian Henry, and County Clerk Leslie Brandt.

The meeting was called to order at 10:00 a.m., followed by the Pledge of Allegiance and Invocation.

AGENDA APPROVAL

Motion by Commissioner Ainslie, Seconded by Commissioner Harris to approve agenda as presented. Unanimously Approved.

PRESENTATIONS

Shane Short with the Joint Development Authority (JDA) presented the Chairman with a check totaling \$1,042,500 for Morgan County's share of land sales with the JDA.

MINUTES

April 06, 2021 BOC Meeting
April 20, 2021 BOC Meeting

MOTION by Commissioner Ainslie, Seconded by Commissioner Riden to approve the minutes as presented. Unanimously Approved.

CONSENT AGENDA

Motion to accept as information the April 2021 payables to include General Fund in the amount of \$532,088.27, TSPLOST in the amount of \$35,276.56, SPLOST in the amount of \$130,292.19, General Fund electronic payments in the amount of \$96,072.99 and the April 2021 financials.

MOTION by Commissioner Riden, Seconded by Commissioner Harris to approve the consent agenda as presented. Unanimously Approved.

CLERK OF COURT FLOORING

Quotes were received to replace the old flooring at the Clerk of Courts Office. Staff recommends awarding the job to Hardy's Flooring for \$12,995.

Bids Received	
Hardy's Flooring Covering	\$12,995
Randy's Carpet Plus, Inc.	\$13,428

MOTION by Commissioner Riden, Seconded by Commissioner Kurtz to award the project to Hardy's Flooring in the amount of \$12,995. Unanimously Approved.

IT-ENDPOINT PROTECTION SOFTWARE

IT Director, Trevor Giddens came before the Board to request permission to purchase new endpoint protection software for the county server and equipment. The current anti-virus/security software is due to expire soon. Giddens recommends moving to a different product (Palo Alto) to better protect from modern day threats with updated technology.

MOTION by Commissioner Kurtz, Seconded by Commissioner Harris to purchase endpoint protection from Palo Alto for \$14,172.50. Unanimously Approved.

COUNTY MANAGER REPORT

County Manager, Adam Mestres, presented a monthly overview of Morgan County government's current projects and/or issues.

PUBLIC COMMENTS ON AGENDA ITEMS

No public comments were made.

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to exit and adjourn at 10:38 a.m. Unanimously Approved.

Philipp von Hanstein, Chairman

ATTEST:

Leslie Brandt, County Clerk



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

RESOLUTION OF THE MORGAN COUNTY BOARD OF COMMISSIONERS APPROVING THE ISSUANCE OF A REVENUE BOND BY THE DEVELOPMENT AUTHORITY OF MORGAN COUNTY FOR THE BENEFIT OF GEORGIA SHERIFFS YOUTH HOMES FOUNDATION, INC.

WHEREAS, on at least seven days' notice published in *The Morgan County Citizen*, a public hearing was held in the 2nd Floor Board Room in the Morgan County Administration Building located at 150 E. Washington St., Madison, Georgia 30650 on May 10, 2021 at 9:00 a.m., concerning a proposed issuance by the Development Authority of Morgan County (the "Issuer") of its tax-exempt revenue bond (the "Bond") in a principal amount not to exceed \$10,000,000; and

WHEREAS, the proceeds of the Bond will be used by the Georgia Sheriffs Youth Homes Foundation, Inc., a Georgia nonprofit corporation (the "Foundation") to (a) construct, furnish and equip an approximately 22,000 square foot building (the "Project") that will serve as the state headquarters for the Foundation, Georgia Sheriffs Youth Homes, Inc. ("Youth Homes"), Georgia Sheriffs Association, Inc. (the "Association") and the Sheriffs Retirement Fund of Georgia (the "Fund") and (b) pay the costs of issuing the Bond; and

WHEREAS, the Project will be located at 1740 Lions Club Road, Madison, Georgia 30650, entirely within Morgan County, Georgia (the "County"); and

WHEREAS, the initial owner of the Project will be either the Issuer or the Foundation; and

WHEREAS, the initial operator of the Project will be the Foundation; however, Youth Homes, the Association and the Fund will also initially occupy the Project; and

WHEREAS, the Bond will not constitute an indebtedness or obligation of the State of Georgia or of any county, municipality, or political subdivision of the State of Georgia, including the County; and

WHEREAS, the Bond will be payable solely from the revenues derived from the Foundation and other moneys specifically pledged to the payment thereof; and

WHEREAS, no tax moneys or other moneys of any kind of the County will be pledged to the payment of the Bond, and the County will not have any liability whatsoever with respect to the Bond; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the governmental unit having jurisdiction over the issuer of the Bond and over the area in which any facility financed or refinanced with the proceeds of the Bond is located approve the issuance of the Bond following a public hearing; and

WHEREAS, the Morgan County Board of Commissioners (the "Board of Commissioners") is the proper body for granting the necessary approval; and

WHEREAS, the Issuer and the Foundation have requested that the Board of Commissioners approve the issuance of the Bond for the purposes stated above, the nature and location of the Project, and the plan of financing for the Project with the Bond.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

Section 1. The issuance of the Bond by the Issuer for the benefit of the Foundation in a principal amount not to exceed \$10,000,000 for the above-described purposes, the nature and location of the Project, and the financing for the Project described above, are hereby approved for purposes of Section 147(f) of the Code.

Section 2. The Project will be located at the location specified in the recitals above, and the initial owner and operator of the Project will be the entities described in the recitals above.

Section 3. The maximum principal amount of the Bond that will be issued is \$10,000,000.

Section 4. Such approval by the Board Commissioners does not constitute any representation by the County to the prospective purchaser of the Bond as to the creditworthiness of the Foundation, or the economic feasibility of the Project nor does it create, either expressly or by implication, any obligation on the part of the County for the payment of the Bond or debt service thereon. Such Bond and debt service thereon being payable solely from the sources described above.

Section 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 20th day of May, 2021.

MORGAN COUNTY BOARD OF
COMMISSIOENRS

By: _____
Philipp Von Hanstein, Chairman

ATTEST:

Leslie Brandt, County Clerk

[SEAL]

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Morgan County Board of Commissioners of Morgan County, Georgia (the "Board of Commissioners"), the body charged with managing the affairs of Morgan County, Georgia (the "County"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the approval of the issuance of the Development Authority of Morgan County of its tax-exempt revenue bond constitute a true and correct copy of the resolution adopted by the Board of Commissioners on May 20, 2021 at a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the Minute Book of the Board of Commissioners, which is in my custody and control.

GIVEN under my hand and the official seal of the County, this 20th day of May, 2021.

Clerk

[SEAL]



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy 5/20/2021

Type of Request:

Wording for the Agenda:

Ag Board Opening

Background/History/Details:

The terms of Suzanne Cottongim and Carol Williams on the Ag Board will expire June 30th, 2021.
Both members submitted applications to be considered for reappointment. No other applications were recieved.
If reappointed, terms would end 06/30/2024.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



Morgan County Advisory Board Application

Applicant Information:

Full Name: Suzanne Cottongim
 Address: _____
 Mailing Address (if different): Suchwood
 Telephone-Home: _____ Telephone-Work: _____

Board interested in serving on:

Agriculture Center Authority Board

Background Information:

Occupation/Employer: Retired Sub Teacher

Education: 4 yr College

Do you have any experience in the field you are applying? If so explain.
Chairman Soddy Club

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?
Experience

Other Comments or Information:

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest. I understand that advisory boards offer advice and recommendations but policy decisions are the sole responsibility of the Board of Commissioners. Three year terms.

Suzanne Cottongim
Signature

5/11/21
Date



Morgan County Advisory Board Application

Applicant Information:

Full Name CAROL Williams

Address Madison, GA 30650
Mailing Address (if different)

Telephone-Home _____ Telephone-Work cell

Board interested in serving on:

Agriculture Center Authority Board

Background Information:

Occupation/Employer Dairy Farmer

Education: UGA BS - Animal Science

Do you have any experience in the field you are applying? If so explain.
Have been a farmer for 45 yrs; all our children showed livestock; I am volunteer leader of Commercial Dairy Heifer Show team for Morgan Co.

Contribution/Intentions: Heifer Show team for Morgan Co.
What do you feel will be your biggest contribution if appointed to this board/position?
Experience

Other Comments or Information:

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest. I understand that advisory boards offer advice and recommendations but policy decisions are the sole responsibility of the Board of Commissioners. Three year terms.

Carol Williams
Signature

5/6/2021
Date



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

Morgan County Board of Tax Assessors Application

Applicant Information:

Christopher Wayne Sides YES NO 21 or Older

Full Name

Madison, Ga. 30650

Address

Same

Mailing Address (if different)

Same

Same

Telephone:

(Home)

(Work)

Background Information:

Keller Williams Lake Oconee/ Team Hendrix

Occupation/Employer

Education:

Jacksonville High School (Illinois) 1996

B.S. Eastern Illinois University 2004

Georgia Real Estate License August 2016

Do you have any experience in tax assessment and/or Real Estate? If so explain.

I have been in Real Estate almost 5 years. I use the Morgan County Qpublic GIS daily.

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

I am a hard worker and I care about this community. I learn quickly, and I know I will contribute to the needs of the County and its citizens through this position.

Other Comments or Information:

Not only will this opportunity give me a chance to give back to my community it will also help me learn a

Different aspect of my career as a Real Estate professional. Thank you for your time and consideration.

Term of Office is 4 Years: Attendance of Board of Assessors monthly meeting. Board of Assessors meets third Tuesday of the month at 9:00A.M. Work Sessions and Special Called are held on called basis as needed.

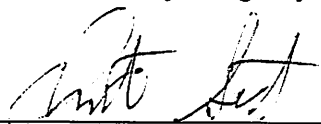
O.C.G.A §48-5-291 Requirement for oath of office: Attend 40 hour training within first 180 days of appointment to obtain Certificate of Eligibility by the Revenue Commissioner and maintain 40 hours of education for each two calendar years of tenure.

Policy:

I have been informed and understand the obligations and commitments required by this board/position. If appointed by the Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies pertinent to the Department of Revenue, Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

Signature

Date



3-17-2021



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Irene Paul recently resigned from the Library Board.

We recieved one application from Maddie Atkinson for consideration.

If appointed, the term would end 06/30/2023.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



Morgan County Advisory Board Application

Applicant Information:

Madalyn Atkinson _____
Full Name

_____ @ Madison, GA 30650 _____
Address

Mailing Address (If different)

Telephone-Home

Telephone-Work

Board interested in serving on:

Morgan County Library Board

Members appointed by the Board of Commissioners to a six-year term. Contact Stacy Brown @706-342-4974 ext. 1010 for more information.

Background Information:

Occupation/Employer

Membership & Marketing Director – Cuscowilla on Lake Oconee _____

Education:

Bachelor of Arts in Communication – Georgia College & State University - 2014 _____

Do you have any experience in the field you are applying? If so explain.

I have served on many boards, however I have never served on a Library Board. _____

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

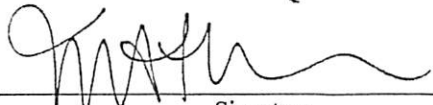
I believe that adding new blood and a younger voice for the community will be beneficial for all. I am also a very creative thinker and an even better “do-er” so I am confident that new ideas will be exciting and engaging!

Other Comments or Information:

I would be honored to serve on the Board of Directors and am excited to get involved!

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest. I understand that advisory boards offer advice and recommendations but policy decisions are the sole responsibility of the Board of Commissioners.



Signature

5/6/21

Date



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

IGA - Collection of Ad Valorem Taxes - City of Madison

Background/History/Details:

Every four years a new Intergovernmental Agreement must be adopted by the tax commissioner, county and any municipality that wishes for the tax commissioner to collect municipal taxes on the behalf of the municipality.

The City of Rutledge, City of Madison, and Town of Buckhead have all indicated that they would like to enter into such agreement.

The tax commissioner is awaiting a final response from the City of Bostwick.

What action are you seeking from the Board of Commissioners?

Motion to approve the IGA for collection of ad valorem taxes for the City of Madison

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF MORGAN

**INTERGOVERNMENTAL AGREEMENT FOR COLLECTION OF AD VALOREM TAXES
BETWEEN MORGAN COUNTY, TAX COMMISSIONER, AND MADISON**

Definitions

County: Morgan County, Georgia, by and through its duly elected Board of Commissioners
Tax Commissioner: Duly elected Tax Commissioner of Morgan County
City: City of Madison, by and through its duly elected Mayor and City Council;

Recitals

1. Pursuant to O.C.G.A. § 48-5-359.1(a), any county and any municipality wholly or partially located within such county may contract, subject to approval by the tax commissioner of the county, for the tax commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes.
2. O.C.G.A. § 48-5-359.1(a) further requires any such contract to specify an amount to be paid by the municipality to the county which amount will substantially approximate the cost to the county of providing the service to the municipality.
3. Additionally, pursuant to that same code section, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the tax commissioner by the county.
4. The City is a municipality located within Morgan County and desires that the Tax Commissioner to prepare the tax digest for the City; to assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such City taxes, to invoke any remedy permitted for collection of municipal taxes.
5. The Tax Commissioner currently collects all County taxes from County residents who are also residents of City, and entering into this agreement would eliminate the City's duplication of tax billing and collection services.
6. Entering into this Agreement would allow taxpayers to continue contacting only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thereby eliminating confusion by City taxpayers as to which office each payment (for City and County taxes) must be remitted.
7. Entering into this Agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record keeping would be eliminated, and the City's employees would be free to perform other needed tasks.
8. The fees to be paid by the City for such services by the Tax Commissioner will substantially approximate the costs to the County to provide such services.
9. The public will benefit from the above described arrangements.

10. The Constitution of the State of Georgia provides in Article X, Section 3, Paragraph 1, Subparagraph (a), that any public agency of the State of Georgia may contract for a period not exceeding fifty (50) years, with any other governing authority, public agency, public corporation or public authority, for the provision of services, but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.

Agreement

NOW THEREFORE, in consideration of the premises herein, the following agreements, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1. Term/Duration

This Agreement shall remain in effect until the earlier of the following:

- (a) Either Party terminates the Agreement by providing written notice no later than December 31 of the year prior to termination. (Example: notice of termination provided 12/31/21; City shall be responsible for collecting its own taxes for 2022). Any notice of termination before December 31 shall terminate this Agreement for the following year, but the Parties shall continue their obligations hereunder until December 31 of the year in which notice of termination is provided.
- (b) December 31, 2024.

2. Renewal

Except where either Party terminates pursuant to Section 1(a) above, this Agreement shall automatically renew at the end of the Term, for an additional one-year term, beginning January 1 and ending December 31 of the following year. This Agreement shall continue to automatically renew each year, for one-year terms, until either Party terminates pursuant to Section 1(a) above.

3. Scope of Services

In exchange for City's payment (Section 4), during the Term of this Agreement, County, through Tax Commissioner, shall:

- (a) Prepare the tax digest for City;
- (b) Assess and collect municipal taxes in the same manner as County taxes, invoking any remedy permitted for the collection of municipal taxes as provided by the laws of the State of Georgia and the ordinances of the City;
- (c) Pay to City all municipal taxes, fines and interest by the fifteenth day of the month following the month in which they were collected;
- (d) Tax Commissioner may assess any administrative fees authorized by the laws for of the State of Georgia or ordinances of the City.
- (e) Prepare all notices, Fi. Fa.s, levies, and tax sales as authorized by the laws of the State of Georgia and the ordinances of the City and use the best efforts to carry out the collection of taxes in a timely manner.

4. Compensation

In exchange for County's and Tax Commissioner's services (Section 3), City shall pay each year:

- (a) \$2.00 per parcel (or account number for personal property) to County; and
- (b) \$3.00 per parcel (or account number for personal property) to Tax Commissioner.

Said compensation shall be paid by City to County and Tax Commissioner by the _____ day of _____, each year this Agreement is in effect.

5. Indemnification

City shall indemnify and hold County and Tax Commissioner harmless from any and all claims made against them arising out of their providing the services set forth in this Agreement, except claims alleging the intentional or willful acts of agents or employees of County and/or Tax Commissioner. All legal services and defenses of litigation required by County and/or Tax Commissioner or one acting on their behalf arising solely from the municipal taxes billed and/or collected pursuant to this Agreement shall be furnished by the County Attorney at City's expense.

6. Governing Law and Forum

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Morgan County.

7. Notice

All notices or communications provided for under this Agreement shall be deemed properly given when delivered personally, sent by registered or certified United States mail, postage prepaid, or faxed as follows:

County:

Adam Mestres, County Manager
150 E. Washington Street
Suite 100
Madison, GA 30650
amestres@morgancountyga.gov
(706) 342-0725

City of Madison:

David Nunn, City Manager
285 N. Main St.
Madison, Georgia 30650
dnunn@madisonga.com
(706) 342-1251

Tax Commissioner:

Wendy Coe, Tax Commissioner
150 E. Washington Street
Suite 140
Madison, GA 30650
wcoe@morgancountyga.gov
(706) 342-0464

8. Severability

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been if the case has such invalid or unenforceable provision or portion never been a part hereof.

9. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. Integration and Modification

This writing constitutes the entire agreement between the Parties and all prior agreements, understandings and negotiations between the Parties are hereby superceded by this Agreement. This Agreement can only be modified by a writing signed by both Parties.

11. Authority

The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf.

EXECUTED THIS _____ DAY OF _____, 2021.

FOR COUNTY:

MORGAN COUNTY

Adam Mestres, Morgan County Manager

Attest: Leslie Brandt, Clerk

FOR TAX COMMISSIONER:

MORGAN COUNTY TAX COMMISSIONER

Wendy Coe

FOR CITY:

CITY OF MADISON

David Nunn, City Manager

Attest: Ashley Hawk, Clerk



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

IGA - Collection of Ad Valorem Taxes - City of Rutledge

Background/History/Details:

Every four years a new Intergovernmental Agreement must be adopted by the tax commissioner, county and any municipality that wishes for the tax commissioner to collect municipal taxes on the behalf of the municipality.

The City of Rutledge, City of Madison, and Town of Buckhead have all indicated that they would like to enter into such agreement.

The tax commissioner is awaiting a final response from the City of Bostwick.

What action are you seeking from the Board of Commissioners?

Motion to approve the IGA for collection of ad valorem taxes for the City of Rutledge

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF MORGAN

**INTERGOVERNMENTAL AGREEMENT FOR COLLECTION OF AD VALOREM TAXES
BETWEEN MORGAN COUNTY, TAX COMMISSIONER, AND RUTLEDGE**

Definitions

County: Morgan County, Georgia, by and through its duly elected Board of Commissioners
Tax Commissioner: Duly elected Tax Commissioner of Morgan County
City: City of Rutledge, by and through its duly elected Mayor and City Council;

Recitals

1. Pursuant to O.C.G.A. § 48-5-359.1(a), any county and any municipality wholly or partially located within such county may contract, subject to approval by the tax commissioner of the county, for the tax commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes.
2. O.C.G.A. § 48-5-359.1(a) further requires any such contract to specify an amount to be paid by the municipality to the county which amount will substantially approximate the cost to the county of providing the service to the municipality.
3. Additionally, pursuant to that same code section, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the tax commissioner by the county.
4. The City is a municipality located within Morgan County and desires that the Tax Commissioner to prepare the tax digest for the City; to assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such City taxes, to invoke any remedy permitted for collection of municipal taxes.
5. The Tax Commissioner currently collects all County taxes from County residents who are also residents of City, and entering into this agreement would eliminate the City's duplication of tax billing and collection services.
6. Entering into this Agreement would allow taxpayers to continue contacting only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thereby eliminating confusion by City taxpayers as to which office each payment (for City and County taxes) must be remitted.
7. Entering into this Agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record keeping would be eliminated, and the City's employees would be free to perform other needed tasks.
8. The fees to be paid by the City for such services by the Tax Commissioner will substantially approximate the costs to the County to provide such services.
9. The public will benefit from the above described arrangements.

10. The Constitution of the State of Georgia provides in Article X, Section 3, Paragraph 1, Subparagraph (a), that any public agency of the State of Georgia may contract for a period not exceeding fifty (50) years, with any other governing authority, public agency, public corporation or public authority, for the provision of services, but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.

Agreement

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- (b) December 31, 2024.

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3. Scope of Services

In exchange for City's payment (Section 4), during the Term of this Agreement, County, through Tax Commissioner, shall:

- (a) Prepare the tax digest for City;
- (b) Assess and collect municipal taxes in the same manner as County taxes, invoking any remedy permitted for the collection of municipal taxes as provided by the laws of the State of Georgia and the ordinances of the City;
- (c) Pay to City all municipal taxes, fines and interest by the fifteenth day of the month following the month in which they were collected;
- (d) Tax Commissioner may assess any administrative fees authorized by the laws for of the State of Georgia or ordinances of the City.
- (e) Prepare all notices, Fi. Fa.s, levies, and tax sales as authorized by the laws of the State of Georgia and the ordinances of the City and use the best efforts to carry out the collection of taxes in a timely manner.

4. Compensation

In exchange for County's and Tax Commissioner's services (Section 3), City shall pay each year:

- (a) \$2.00 per parcel (or account number for personal property) to County; and
- (b) \$3.00 per parcel (or account number for personal property) to Tax Commissioner.

Said compensation shall be paid by City to County and Tax Commissioner by the _____ day of _____, each year this Agreement is in effect.

5. Indemnification

City shall indemnify and hold County and Tax Commissioner harmless from any and all claims made against them arising out of their providing the services set forth in this Agreement, except claims alleging the intentional or willful acts of agents or employees of County and/or Tax Commissioner. All legal services and defenses of litigation required by County and/or Tax Commissioner or one acting on their behalf arising solely from the municipal taxes billed and/or collected pursuant to this Agreement shall be furnished by the County Attorney at City's expense.

6. Governing Law and Forum

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Morgan County.

7. Notice

All notices or communications provided for under this Agreement shall be deemed properly given when delivered personally, sent by registered or certified United States mail, postage prepaid, or faxed as follows:

County:

Adam Mestres, County Manager
150 E. Washington Street
Suite 100
Madison, GA 30650
amestres@morgancountyga.gov
(706) 342-0725

City of Rutledge:

Bruce Altnauer, Mayor
P.O. Box 227
Rutledge, GA 30663-0227
rutledgecityof@bellsouth.net
(706) 557-2223

Tax Commissioner:

Wendy Coe, Tax Commissioner
150 E. Washington Street
Suite 140
Madison, GA 30650
wcoe@morgancountyga.gov
(706) 342-0464

8. Severability

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been if the case has such invalid or unenforceable provision or portion never been a part hereof.

9. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. Integration and Modification

This writing constitutes the entire agreement between the Parties and all prior agreements, understandings and negotiations between the Parties are hereby superceded by this Agreement. This Agreement can only be modified by a writing signed by both Parties.

11. Authority

The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf.

EXECUTED THIS _____ DAY OF _____, 2021.

FOR COUNTY:

MORGAN COUNTY

Adam Mestres, Morgan County Manager

Attest: Leslie Brandt, Clerk

FOR TAX COMMISSIONER:

MORGAN COUNTY TAX COMMISSIONER

Wendy Coe

FOR CITY:

CITY OF RUTLEDGE

Bruce Altnauer, Mayor

Attest: Debbie E, Kilgore, Clerk



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

IGA - Collection of Ad Valorem Taxes - Town of Buckhead

Background/History/Details:

Every four years a new Intergovernmental Agreement must be adopted by the tax commissioner, county and any municipality that wishes for the tax commissioner to collect municipal taxes on the behalf of the municipality.

The City of Rutledge, City of Madison, and Town of Buckhead have all indicated that they would like to enter into such agreement.

The tax commissioner is awaiting a final response from the City of Bostwick.

What action are you seeking from the Board of Commissioners?

Motion to approve the IGA for collection of ad valorem taxes for the Town of Buckhead

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

Empty box for staff notes.

STATE OF GEORGIA

COUNTY OF MORGAN

**INTERGOVERNMENTAL AGREEMENT FOR COLLECTION OF AD VALOREM TAXES
BETWEEN MORGAN COUNTY, TAX COMMISSIONER, AND BUCKHEAD**

Definitions

County: Morgan County, Georgia, by and through its duly elected Board of Commissioners
Tax Commissioner: Duly elected Tax Commissioner of Morgan County
Town: Town of Buckhead, by and through its duly elected Mayor and Town Council;

Recitals

1. Pursuant to O.C.G.A. § 48-5-359.1(a), any county and any municipality wholly or partially located within such county may contract, subject to approval by the tax commissioner of the county, for the tax commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes.
2. O.C.G.A. § 48-5-359.1(a) further requires any such contract to specify an amount to be paid by the municipality to the county which amount will substantially approximate the cost to the county of providing the service to the municipality.
3. Additionally, pursuant to that same code section, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the tax commissioner by the county.
4. The Town is a municipality located within Morgan County and desires that the Tax Commissioner to prepare the tax digest for the Town; to assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such Town taxes, to invoke any remedy permitted for collection of municipal taxes.
5. The Tax Commissioner currently collects all County taxes from County residents who are also residents of Town, and entering into this agreement would eliminate the Town's duplication of tax billing and collection services.
6. Entering into this Agreement would allow taxpayers to continue contacting only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thereby eliminating confusion by Town taxpayers as to which office each payment (for Town and County taxes) must be remitted.
7. Entering into this Agreement would be cost effective for the Town in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record keeping would be eliminated, and the Town's employees would be free to perform other needed tasks.
8. The fees to be paid by the Town for such services by the Tax Commissioner will substantially approximate the costs to the County to provide such services.
9. The public will benefit from the above described arrangements.

10. The Constitution of the State of Georgia provides in Article X, Section 3, Paragraph 1, Subparagraph (a), that any public agency of the State of Georgia may contract for a period not exceeding fifty (50) years, with any other governing authority, public agency, public corporation or public authority, for the provision of services, but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.

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NOW THEREFORE, in consideration of the premises herein, the following agreements, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

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3. Scope of Services

In exchange for Town's payment (Section 4), during the Term of this Agreement, County, through Tax Commissioner, shall:

- (a) Prepare the tax digest for Town;
- (b) Assess and collect municipal taxes in the same manner as County taxes, invoking any remedy permitted for the collection of municipal taxes as provided by the laws of the State of Georgia and the ordinances of the Town;
- (c) Pay to Town all municipal taxes, fines and interest by the fifteenth day of the month following the month in which they were collected;
- (d) Tax Commissioner may assess any administrative fees authorized by the laws for of the State of Georgia or ordinances of the Town.
- (e) Prepare all notices, Fi. Fa.s, levies, and tax sales as authorized by the laws of the State of Georgia and the ordinances of the Town and use the best efforts to carry out the collection of taxes in a timely manner.

4. Compensation

In exchange for County's and Tax Commissioner's services (Section 3), Town shall pay each year:

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Said compensation shall be paid by Town to County and Tax Commissioner by the _____ day of _____, each year this Agreement is in effect.

5. Indemnification

Town shall indemnify and hold County and Tax Commissioner harmless from any and all claims made against them arising out of their providing the services set forth in this Agreement, except claims alleging the intentional or willful acts of agents or employees of County and/or Tax Commissioner. All legal services and defenses of litigation required by County and/or Tax Commissioner or one acting on their behalf arising solely from the municipal taxes billed and/or collected pursuant to this Agreement shall be furnished by the County Attorney at Town's expense.

6. Governing Law and Forum

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Morgan County.

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County:

Adam Mestres, County Manager
150 E. Washington Street
Suite 100
Madison, GA 30650
amestres@morgancountyga.gov
(706) 342-0725

Town of Buckhead:

Mayor and Town Council of Buckhead
Attn: Ricky Walker, Mayor
P.O. Box 38
Buckhead, Georgia 30625-0038
(706) 342-3339

Tax Commissioner:

Wendy Coe, Tax Commissioner
150 E. Washington Street
Suite 140
Madison, GA 30650
wcoe@morgancountyga.gov
(706) 342-0464

8. Severability

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been if the case has such invalid or unenforceable provision or portion never been a part hereof.

9. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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11. Authority

The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf.

EXECUTED THIS _____ DAY OF _____, 2021.

FOR COUNTY:

MORGAN COUNTY

Adam Mestres, Morgan County Manager

Attest: Leslie Brandt, Clerk

FOR TAX COMMISSIONER:

MORGAN COUNTY TAX COMMISSIONER

Wendy Coe

FOR TOWN:

TOWN OF BUCKHEAD

Ricky Walker, Mayor

Attest: Cheryl Saffold, Clerk



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

IGA - Collection of Ad Valorem Taxes - City of Bostwick

Background/History/Details:

Every four years a new Intergovernmental Agreement must be adopted by the tax commissioner, county and any municipality that wishes for the tax commissioner to collect municipal taxes on the behalf of the municipality.

The City of Rutledge, City of Madison, and Town of Buckhead have all indicated that they would like to enter into such agreement.

The tax commissioner is awaiting a final response from the City of Bostwick.

What action are you seeking from the Board of Commissioners?

Motion to approve the IGA for collection of ad valorem taxes for the City of Bostwick

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF MORGAN

**INTERGOVERNMENTAL AGREEMENT FOR COLLECTION OF AD VALOREM TAXES
BETWEEN MORGAN COUNTY, TAX COMMISSIONER, AND BOSTWICK**

Definitions

County: Morgan County, Georgia, by and through its duly elected Board of Commissioners
Tax Commissioner: Duly elected Tax Commissioner of Morgan County
City: City of Bostwick, by and through its duly elected Mayor and City Council;

Recitals

1. Pursuant to O.C.G.A. § 48-5-359.1(a), any county and any municipality wholly or partially located within such county may contract, subject to approval by the tax commissioner of the county, for the tax commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes.
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Adam Mestres, County Manager
150 E. Washington Street
Suite 100
Madison, GA 30650
amestres@morgancountyga.gov
(706) 342-0725

City of Bostwick:

John C. Bostwick, IV, Mayor
P.O. Box 129
Bostwick, GA 30623
cityofbostwick@gmail.com
(706) 343-0065

Tax Commissioner:

Wendy Coe, Tax Commissioner
150 E. Washington Street
Suite 140
Madison, GA 30650
wcoe@morgancountyga.gov
(706) 342-0464

8. Severability

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been if the case has such invalid or unenforceable provision or portion never been a part hereof.

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11. Authority

The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf.

EXECUTED THIS _____ DAY OF _____, 2021.

FOR COUNTY:

MORGAN COUNTY

Adam Mestres, Morgan County Manager

Attest: Leslie Brandt, Clerk

FOR TAX COMMISSIONER:

MORGAN COUNTY TAX COMMISSIONER

Wendy Coe

FOR CITY:

CITY OF BOSTWICK

John C. Bostwick, IV ,Mayor

Attest: Lynn Jenkins, Clerk



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Bids were obtained to pour a 6" thick 35'x90' concrete pad at the Newborn Road Compactor Site. The pad is needed to set the open top containers on. The size of the pad will give us the option to add more containers in the future. The lowest bid is from G.A.C. Construction for \$11,765. The bids obtained do not include the concrete. The County will purchase concrete directly from Fowler Flemister. The cost for the concrete is \$8,640. Recommend project be awarded G.A.C. Construction for \$11,765.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

G.A.C. Construction Inc.

PO Box 130
 Mansfield, GA, 30055

Estimate

Date	Estimate #
5/4/2021	128

Name / Address
Morgan County Tom Wooten

Project

Description	Qty	Rate	Total
<p>GAC Construction will provide grading, forming and labor to place and finish an area approximately 35' X 90' X 6" for \$3.10 a square foot. We recommend pouring with a 3-4,000 psi concrete with fiber. We would also recommend a heavy gauge (4 X 4 4 X 4) wire that could be installed at material cost. *price for wire is not available at this time due to a fluctuating market.</p>		9,765.00	9,765.00
		+ 1500 - 2000 est for wire	
		Total	\$9,765.00

11,765.00



Overstreet Asphalt, Inc.
 1660 Quail Run SW
 Conyers, GA 30094
 Office: 770-918-1994
 Fax: 770-679-4753
 overstreetasphalt@gmail.com

Estimate

Date	Estimate #
5/4/2021	1087

Job Location
Newborn Compactor Site

Bill To
Morgan County Roads & Bridges 2370 Athens Hwy Madison, GA 30650

Terms

Due on receipt

Item	Description	Total
Concrete	Concrete Area 35'x90' -Form and pour 3,000 P.S.I. @ 6" -Broom finish Price is \$3.50 per SF = 3,150 SF *This price is for grading, forming and finishing the concrete. * <u>Does not include any steel or wire.</u>	11,025.00

+ 1500 - 2000 est
for wire

Total	\$11,025.00
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13025.00

Acceptance of the above terms: By signing below, I represent that I am an authorized party to enter into a contract and accept the terms as set forth above. Past due payments shall accrue interest at the rate of 1.5 percent per month. Overstreet Asphalt, Inc. shall also be entitled to recover attorney fees in the amount of 1.5 percent of the outstanding balance if an attorney is required to collect said balance.

Signature & Date: _____



P.O. Box 579
 Rutledge, GA 30663
 O: 770-266-0505
 F: 800-927-1791

PROPOSAL

Date: 5/12/2021

Customer Name / Address:
MORGAN COUNTY 150 EAST WASHINGTON STREET MADISON, GA 30650

Job Name / Location:
MORGAN COUNTY WASTE FACILITY 3094 CENTENNIAL RD RUTLEDGE, GA 30663

Item #	Description	Quantity	Unit	Unit Price	Total
1	Form & Pour 6" Concrete Pad w/ 6"x6" WWF (Morgan County to Supply Concrete)	3150	SF	\$ 4.68	\$ 14,742.00
2	Demo & Repour Concrete Apron w/ 6"x6" WWF (Morgan County to Supply Concrete)	450	SF	\$ 6.92	\$ 3,114.00
3	Setup GAB for Asphalt and Install 2" 19MM & 1.5" 12.5MM	500	SY	\$ 35.15	\$ 17,575.00
4	Mobilization	1	EA	\$ 1,500.00	\$ 1,500.00
Total				\$	36,931.00

Barricade rental, sawing, striping & coring costs (if necessary) to be billed at East Coast Grading's cost. All in place work to be accurately measured & invoiced accordingly. If required and at the Developer's approval, extra equipment & materials as follows:

Crushed Stone Base.....	\$35.00/ton	Motorgrader.....	\$250.00/hour	Portland Cement.....	\$450.00/ton
Surge Stone.....	\$40.00/ton	Loader.....	\$200.00/hour	Asphalt.....	\$125.00/ton
# 4 Stone.....	\$40.00/ton	Tandem.....	\$125.00/hour		

Notes:

- ** Grade to be +/-, 1/10' by others. Subgrade compaction to be 95% or more and staking by others. Elevation to be 1% or more for proper drainage.
- ** Proposal includes 1 mobilizations. Any additional mobilizations will be billed at a rate of \$1,500.00 each.
- ** If a base Prime Coat is required, add \$1.50 / Sq. Yd.
- ** Asphalt prices are not guaranteed. Asphalt pricing will be adjusted up or down at the time of installation according to the cost of material and hauling.
- ** Payment to be made Net 30 days from invoice date of all draws on materials installed. Net 30 days from paving invoice date.
- ** Pricing is valid for 30 days from date on proposal

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. This proposal may be withdrawn if not accepted within 30 days. Our workers are fully covered by Workmen's Compensation Insurance.

<p>ACCEPTED: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Customer: _____ Signature: _____ Date of Acceptance: _____</p>	<p>CONFIRMED: East Coast Grading, Inc. Signature: <i>Taylor Parkerson</i> Date: <u>5/12/2021</u></p>
---	--

Mark Williams

From: Tom Wooten
Sent: Wednesday, May 5, 2021 12:27 PM
To: Mark Williams
Subject: concrete

Mark,

Fowler Flemister... 4000psi with fiber, \$144.00/yard 60yds needed... \$8640.00 total for concrete

Regards,

Tom Wooten

Director

Morgan County Public Works

Office: 706-342-0821

2370 Athens Hwy

Madison, GA 30650

twooten@morgancountyga.gov

Georgia Open Records Act: Under Georgia law, all information, including e-mail, written letters, documents and phone messages, sent to the County Board of Commissioners and County offices and employees is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message and any associated attachments to the mail.



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The Sheriff's Office was approved to purchase 9 vehicles in FY21 from SPLOST. The vehicles were ordered on November 6, 2020. Due to supply issues for parts, the vehicles are not scheduled to be built until August 2021. The Sheriff's Office vehicle needs are urgent. With approval of the Chairman, 3 vehicles were purchased from dealer stock; 1 2021 Chevrolet Tahoe for \$36,755 (state contract price), 1 2021 Dodge Durango for \$31,163, and 1 2021 Chrysler 300 for \$28,516. Bids were obtained for the Dodge Durango and Chrysler 300. The total for all three vehicles is \$96,434. The vehicles were paid from SPLOST and FY22 allotment of vehicles for the Sheriff's Office will be reduced by 3.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

Hardy Chevrolet
2021 Chevrolet Tahoe Pursuit
Juan Lizano, Fleet Sales

2021 Chevrolet Tahoe Pursuit			\$ 35,555.00
Std. Equipment: V8 · Auto · A/C · AM/FM/BT · Power windows · locks · mirrors · Power drivers seat · cloth bucket seat w/ no console · vinyl rear seat · tilt steering wheel · cruise control · remote keyless entry · vinyl floor covering · rear view camera · aux. battery			
Available options:	place "x" if desired		
Admin pkg. (• Carpet • Bucket Seats • Remote Start)		\$1,214.00	\$ -
Inoperable inside door handle • windows • locks	x	\$236.00	\$ 236.00
Red / White front aux. dome light		\$283.00	\$ -
4 x 4 Drive train 9C1 (Pursuit)		\$3,115.00	\$ -
4 x 4 Drive Train (5W4 non-Pursuit)		\$2,499.00	\$ -
4 extra key fobs / keys	x	\$115.00	\$ 115.00
Spotlamp LED (Arges)	x	\$699.00	\$ 699.00
Spotlamp LED		\$869.00	\$ -
Carpet flooring w/mats (included w/admin)		\$253.00	\$ -
20" Aluminum Wheels (Requires 5W4)		\$735.00	\$ -
Grill lamp & Siren speaker wiring		\$261.00	\$ -
Delivery	x	\$150.00	\$ 150.00
Ext Color: Cherry Red _____ extra charge		\$500.00	\$ -
Black _____ White _____			
Beige _____ Satin Steel _____			
Midnight Blue _____			
Dark Blue _____ Shadow Gray _____			
Total per unit			\$ 36,755.00
Number of units			0
Total purchase order			\$ -

Tye Bergquist
Sales Manager

athensDCJ.com



"Always the best deal. Always."

4145 Atlanta Hwy
Athens, GA 30606
706.549.7555

Direct Line 706.425.5289
Fax 706.208.3619
tbergquist@athensdej.com

BUYER

CO-BUYER

Deal #: 96720
Deal Type: Retail
Deal Date: 05/10/2021
Print Time: 04:27pm

MORGAN COUNTY

Home #:
Work #:

Home #:
Work #:

Salesperson:

VEHICLE

New	<input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used	<input type="checkbox"/>	M19001	2021 CHRYSLER 300	2C3CCAAG4MH516101	3
Demo	<input type="checkbox"/>				

TRADE

AFTERMARKETS

MSRP:	\$	33,440.00
Discount:	\$	4,927.00
Total Rebates:	\$	0.00
Sale Price:	\$	28,513.00
Total Financed Aftermarkets:	\$	0.00
Total Trade Allowance:	\$	0.00
Trade Difference:	\$	28,513.00
Documentary Fee:	\$	0.00
State & Local Taxes:	\$	0.00
Total License and Fees:	\$	3.00
Total Cash Price:	\$	28,516.00
Total Trade Payoff:	\$	0.00
Delivered Price:	\$	28,516.00
Cash Down Payment + Deposit:	\$	0.00
Unpaid Balance:	\$	28,516.00

Total Aftermarkets: \$ 0.00



Cust #028542
 Deal #0019081 Ph: 770-775-3434
 Fax: 770-775-3499
 countrysidedeal.com

RETAIL BUYER'S ORDER
 Stock Number C0352

846 East 3rd Street
 Jackson, GA 30233

Purchaser's Name
MORGAN COUNTY BOARD OF COMMISSIONERS

Co-Buyer's Name

Street Address
150 EAST WASHINGTON ST

City State Zip County
MADISON GA 30650 MORGAN

Home # Work #

E-Mail Address

Lien Holder

Salesperson(s)
MARCUS T ANDREWS

Date
05/11/2021

Year	Make	Model	Type
2021	CHRYSLER	300 TOURING	NEW
Body Style	Color	Cyl.	Mileage
SEDAN		6	

Vehicle ID # VIN
2 C 3 C C A A G 3 M H 5 7 0 9 7

FILL OUT THIS SECTION IF USED VEHICLE TO BE TRADED IN

Year	Make	Model	Type
Body Style	Color	Cyl.	Mileage
Vehicle ID #			
Balance Owed To		Amount	NA

Year	Make	Model	Type
Body Style	Color	Cyl.	Mileage
Vehicle ID #			
Balance Owed To		Amount	NA

Year	Make	Model	Type
Body Style	Color	Cyl.	Mileage
Vehicle ID #			
Balance Owed To		Amount	NA

List Price	33898.00
Selling Price	33898.00
Trade Allowance	NA
Trade Difference	33898.00
Administration Fee	599.00
Electronic Registration Fee	79.00
TAVT Tax	% NA
Title Fee	NA
Out of State Proc. Fee	NA
Warranty Rights Fee	3.00
Extended Service Plan	NA
Maintenance	NA
GAP	NA
Sub Total	34500.00
Balance Owed On Trade	NA
Rebate -	NA
Cash Down Payment -	NA
Unpaid Balance Includes All Factory Rebates & Incentives	34500.00

PURCHASER'S CERTIFICATION
 Purchaser agrees that this Agreement includes all of the terms and conditions on both the face and reverse side hereof. This Agreement cancels and supercedes any prior Agreement and as the date hereof comprises the complete and exclusive statement of terms of the Agreement relating to the subject matters covered hereby. The Agreement cannot be modified except by express written agreement of the parties. Purchaser, by his execution of the Agreement, acknowledges that he has read its terms and conditions and has received a true copy of the Agreement.

TRANSIT DAMAGE
 Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller from any and all claims arising out of such transit and/or storage damage.

PRIOR DAMAGE - USED
 PURCHASER ACKNOWLEDGES THAT THERE MAY HAVE BEEN CERTAIN MINOR OR NOT-MINOR DAMAGE TO THE VEHICLE SOLD BY THE SELLER HEREIN. DO NOT RELY ON A VISUAL INSPECTION OR VERBAL OPINION. SELLER WILL SUPPLY AN INDEPENDENT VEHICLE HISTORY REPORT AT NO CHARGE UPON REQUEST PRIOR TO SALE. YOU ARE ADVISED TO OBTAIN AN INDEPENDENT EXAMINATION PRIOR TO SALE. PURCHASER HEREBY RELEASES THE SELLER FROM ANY AND ALL CLAIMS ARISING FROM PRIOR DAMAGE - REPAIRED OR NOT.

DISCLAIMER OF WARRANTIES
 As used in this Agreement the terms (a) "Dealer" shall mean the authorized dealer designated in this Agreement, (b) "Purchaser" shall mean the party(ies) executing this Agreement, whether for purchase or lease, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it is understood by the Purchaser and Dealer that Dealer is not the agent of the Manufacturer. The Dealer and Purchaser are the sole parties to the Agreement. Any reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

For used cars the information you see on the Buyer's Guide window form for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale.

In the event that Dealer assists Purchaser in obtaining financing, it is understood that Dealer is not acting as an agent for the Purchaser and that Dealer may retain a portion of the finance charge on the face of the Retail Installment Sales Contract.

THE ONLY WARRANTIES APPLYING TO THIS VEHICLE ARE THOSE SUPPLIED BY THE MANUFACTURER. IF ANY, THE DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, GENERAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR OTHER INCIDENTAL DAMAGES. A USED VEHICLE SOLD/LEASED HEREUNDER IS SOLD "AS IS" WITH ALL FAULTS AND WITHOUT ANY WARRANTY BY DEALER.

PURCHASER ACKNOWLEDGES THAT HE OR SHE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT IS NOT SUBJECT TO A THREE DAY OR OTHER RIGHT OF RECESSION UNDER STATE OR FEDERAL LAW.

I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS PART OF THIS CONTRACT AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM 18 YEARS OF AGE, OR OLDER, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

BUYER'S SIGNATURE _____ CO-BUYER'S SIGNATURE _____
 SALES MANAGER SIGNATURE _____

THIS IS NOT A CONTRACT UNTIL EXECUTED BY AN OFFICIAL OF THE COMPANY.

OF Alabama Printers 770 964 4813/07-20



Date: 05/10/2021 12:12 PM
 Salesperson: Wade Dial
 Manager: Wade Dial

FOR INTERNAL USE ONLY

BUSINESS NAME MORGAN COUNTY BOARD OF COMMISSIONER Home Phone: (706) 342-0725
CONTACT
 Address: 150 E WASHINGTON ST
MADISON, GA 30650 Work Phone
MORGAN CO
 E-Mail: BSELLERS@MORGANCOUNTYGA.GOV Cell Phone:

VEHICLE
 Stock # DC031615 New / Used: **New** VIN: 2C3CCAAG0MH563030 Mileage: 16
 Vehicle: 2021 Chrysler 300 Color: Bright White C
 Type: Touring 4dr Rea LXCH48

TRADE IN
 Payoff: _____ VIN: _____ Mileage: _____
 Vehicle: _____ Color: _____
 Type: _____

Selling Price	42,325.00
Discount	5,137.00
Adjusted Price	37,188.00
Total Purchase	37,188.00
Trade Allowance	
Trade Difference	
Trade Payoff	
Cash Deposit	
Balance	37,188.00

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Date: **05/11/2021 10:52 AM**
 Salesperson: **Wade Dial**
 Manager: **Wade Dial**

FOR INTERNAL USE ONLY

BUSINESS NAME MORGAN COUNTY BOARD OF COMMISSIONER Home Phone: (706) 342-0725
CONTACT _____

Address : 150 E WASHINGTON ST
MADISON, GA 30650 Work Phone: _____
MORGAN CO

E-Mail : BSELLERS@MORGANCOUNTYGA.GOV Cell Phone: _____

VEHICLE

Stock # : DT032215 New / Used : **New** VIN : 1C4RDHFG1MC660647 Mileage : 3

Vehicle : 2021 Dodge Durango Color : White Knuckle C

Type : Special Service WDDE75

TRADE IN

Payoff : _____ VIN : _____ Mileage : _____

Vehicle : _____ Color : _____

Type : _____

Selling Price	35,215.00
Discount	4,052.00
Adjusted Price	31,163.00
_____	_____
_____	_____
_____	_____
_____	_____
Total Purchase	31,163.00
Trade Allowance	_____
Trade Difference	_____
_____	_____
Trade Payoff	_____
Cash Deposit	_____
Balance	31,163.00

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

COUNTRYSIDE CHRYSLER DODGE JEEP RAM
 846 E. THIRD STREET
 JACKSON, GA 302332148

Configuration Preview

Date Printed: 2021-03-01 2:08 PM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 01:FX Morgan County Board of
 FAN 2:
 Client Code:
 Bid Number: TB1059
 PO Number:

Sold to: Ship to:
 COUNTRYSIDE CHRYSLER DODGE JEEP RAM (26868) COUNTRYSIDE CHRYSLER DODGE JEEP RAM (26868)
 846 E. THIRD STREET 846 E. THIRD STREET
 JACKSON, GA 302332148 JACKSON, GA 302332148

Vehicle: 2021 DURANGO SPECIAL SERVICE RWD (WDDE75)

	Sales Code	Description	MSRP(USD)
Model:	WDDE75	DURANGO SPECIAL SERVICE RWD	33,225
Package:	22X	Customer Preferred Package 22X	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	XAN	Blind Spot and Cross Path Detection	495
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1059	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495
Total Price:			<u>38,210</u>

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Salesperson: Marcus Tyler Andrews
 Customer Name: Morgan County Sheriffs Office
 Customer Address: 1380 Monticello Rd
 Madison GA 30650 USA

Our Price - \$31,169.00

Instructions:

bsellers@morgancountyga.gov

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

GINN CHRYSLER JEEP DODGE, LLC
 2251 ACCESS ROAD
 COVINGTON, GA 300168829

Configuration Preview *SGT CARIER*

Date Printed: 2021-05-11 7:29 AM
 Estimated Ship Date:

VIN: *IN STOCK*
 VON: *7K0108*

Quantity: 1
 Status: BA - Pending order
 FAN 1:
 FAN 2:
 Client Code:
 Bid Number: 1B0059
 PO Number:

Sold to:
 GINN CHRYSLER JEEP DODGE, LLC (60359)
 2251 ACCESS ROAD
 COVINGTON, GA 300168829

Ship to:
 GINN CHRYSLER JEEP DODGE, LLC (60359)
 2251 ACCESS ROAD
 COVINGTON, GA 300168829

Vehicle: 2020 DURANGO PURSUIT AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT AWD	34,870
Package:	237	Customer Preferred Package 237	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	117	Cloth Low-Back Bucket Seats	0
	X9	Black	0
Options:	4E1	Prepaid Holdback	0
	4E5	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	100	Zone 55 Orlando	0
	4FA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid Ineligible For Incentive	0
Bid Number:	TB0059	Government Incentives	0
Discounts:	NAS	50 State Emissions	0
	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495

Total Price: 39,360

Order Type: Fleet
 Scheduling Priority: 1-Soft Order
 Salesperson:
 Customer Name:
 Customer Address: USA

PSP Month/Week:
 Build Priority: 99

your cost = \$32,138
Does not include Delivery

GINN COMMERCIAL
 Marion Sherrill
 Government Municipal Sales Mgr
 2251 Access Road
 Covington, GA 30016
 (p)678-625-4000 / (f)678-625-4300
 msherrill@geiginn.com

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Public Works has requested a dump trailer to aid in removal of debris and transport equipment and material to job sites. A dump trailer was part of a multi-equipment purchase last month, however that dump trailer is too large to be effectively used. Bids were obtained from three vendors. Recommend the purchase of dump trailer from Kauffman for \$11,714. Also recommend the 2004 Eagle Rock dump trailer, VIN: 1E9DM39239T816922, be declared surplus and sold.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



Big Tex Trailer World, Inc.

850 Cobb Parkway N

Marietta Ga

Phone: 678-581-5166

SCOTT.HALL@BIGTEXTRAILER.COM

Quote: QUOTE Order: By: SCOTT HALL TS Inv#:

Purchase Order #: Acct#: Date: Wednesday, May 12, 2021

Business: Phone:

Individual: (First) (Middle) (Last) Phone:

Address: Mailing email:

City: ST: Zip: County:

Serial#: GVWR: Capacity: Empty Wgt.: Make: modal

Color: Year: Make: modal

Model/Part #	Description	Qty	Price	Amount
16LP-16BK	7X16 WITH 2FT SIDES TARP AND RAMPS	1		\$14,120.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Photo ID #	ID TYPE	Sub Total	\$14,120.00
Trade In Year:	VIN#:		\$0.00
Information Make:	Model:	Sub Total	\$14,120.00
Payment Cash	Credit Card Type	Parts Tax 6.00%	\$0.00
Type Check#	Credit Card -last 4 digits	Federal Excise Tax	
		Total	\$14,120.00

Lien Holder 1st Lien Date:

Name: _____

Address: _____

City: ST: Zip: _____

Attention: By law this vehicle may require brakes and/or other safety devices.
We assume no responsibility if purchased without.

Received By: _____

Prep Fee	\$58.50
Freight Fee	\$0.00
Doc Fee	\$95.00
LABOR	\$0.00
Less Deposit	\$0.00
Balance Due	\$0.00
Total Invoice Amt.	\$14,273.50

Gator Made Inc.
1278 Highway 461
Somerset, KY 42503

Buyer's Order

Date	Quote #
5/7/2021	17819-

Name / Address
Tom Wooten

Ship To
Twooten@morgancountyga.gov 706-342-0821

P.O. No.	Terms	Rep
		CB

Description	Qty	Each	Tires	Floor	Axis	Total
16ft 16k aardvark dump 2X8 TUBE MAIN FRAME AND CROSS MEMBERS -ALL LED LIGHTING -12IN C CHANNEL TONGUE -MOUNTED SPARE AND LARGE TOOL BOX -ADJUSTABLE COUPLER -POWDER COAT FINISH -TARP KIT -HEAVY DUTY EQUIPMENT RAMPS (REAR SLIDING EASY ACCESS) -UNITIZED BED	1	15,290.00	17.5		2-8k	15,290.00T

	Subtotal	\$15,290.00
	Total	
	Sales Tax (6.0%)	