

MINUTES
REGULAR MEETING OF THE MONTEZUMA
CITY COUNCIL

August 10, 2010

CALL TO ORDER: Mayor Willie J. Larry called the meeting to order at 6:00 P.M.

INVOCATION: The invocation was given by Mayor Larry

PRESENT: Mayor Willie J. Larry; Council Members; Norman Carter, Charles Ivey, Jim Trask, Charles Glover, Bobby Lewis and Carl Peaster; Clerk/Administrator, Joyce Hardy; Police Chief, Eric Finch; Fire Chief, David Trussell and City Attorney, Jon Coogle.

MOTION #1 TO APPROVE ISSUANCE OF AN ON PREMISES LICENSE FOR SALE OF DISTILLED SPIRITS TO LORENA RIVERA DBA CASA MAYA RESTAURANT, 129 CHERRY ST.

MOTION BY: Mr. Carter
SECOND BY: Mr. Trask
VOTE: Motion Passed Unanimously

MOTION #2 TO APPROVE ISSUANCE OF A LICENSE TO PIYUSH D. PATEL FOR PACKAGE SALE OF BEER/MALT BEVERAGES AND WINE AT THE MINUTE MART LOCATED AT 333 DRAYTON STREET.

MOTION BY: Mr. Ivey
SECOND BY: Mr. Glover
VOTE: Motion Failed with the Following Vote:

FOR	AGAINST
Mr. Ivey	Dr. Carter
	Mr. Trask
	Mr. Glover
	Mr. Lewis
	Mr. Peaster

MOTION #3 TO APPROVE ALL ISSUES ON THE CONSENT AGENDA, AS FOLLOWS:

ACCEPT MINUTES OF REGULAR COUNCIL MEETING OF JULY 13, 2010 AS RECEIVED BY ALL MEMBERS.

AUTHORIZE THE FOLLOWING PURCHASES/REPAIRS AND ANY NECESSARY BUDGET AMENDMENTS:

LOW BIDDER	ITEM	AMT	BUDGET AMENDMENT REQ?	DEPT
Peek Paving & Marking, LLC	Restripe Spaulding Rd	\$9,485.00	Y	Street Dept
GearMaster	Rebuild Transmission in Police Car #13	\$1,450.00	N	Police Dept

ADOPT RESOLUTION #540 IN SUPPORT OF FLINT RIVER HOSPITAL AND THE ECONOMIC VALUE THEY ADD TO MONTEZUMA. *A copy of Resolution #540 is attached to and made a part of these Minutes. Attachment #1*

AUTHORIZE ENTERING INTO A MUTUAL AID AGREEMENT WITH THE CITY OF AMERICUS REGARDING THE USE OF MONTEZUMAS HYDRASTOP MACHINE – A copy of this agreement is attached to and made a part of these Minutes. Attachment #2

MOTION BY: Mr. Trask
SECOND BY: Mr. Lewis
VOTE: Motion Passed Unanimously

COMMITTEE REPORTS

MAYOR’S REPORT

Mayor Larry reported that a broken service water line to a hangar at the airport did not appear to be damaged by city crews. City crews only mow the large open space and the areas close to the runway and not near private property buildings located at the airport. Mayor will arrange to meet with owners to discuss his findings. *Note: Subsequent to this report, Mayor Larry met with W/SLM Chief, Alfred Wynn and because it is not clear who is at fault, the City will adjust both water bills affected.*

FINANCE, PERSONNEL & BUDGET COMMITTEE – COUNCIL MEMBER CARTER

Clerk/Administrator advised that she would schedule a meeting with the 14 employees who would be affected by the proposed retirement plan change for the following week.

POLICE COMMITTEE – COUNCIL MEMBER IVEY

No Further Report

FIRE & EMERGENCY SERVICES COMMITTEE – COUNCIL MEMBER TRASK

No Further Report

STREETS, SANITATION, CEMETERY & PARKS COMMITTEE – COUNCIL MEMBER GLOVER

No Further Report

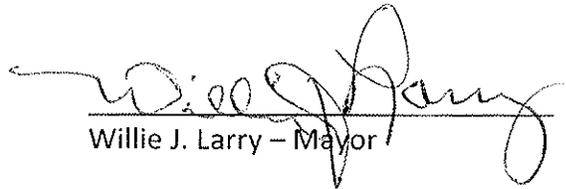
PUBLIC PROPERTIES COMMITTEE – COUNCIL MEMBER LEWIS

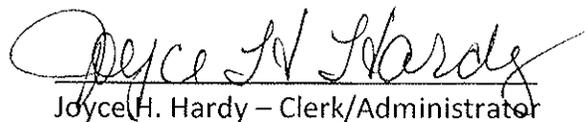
No Further Report

WATER & SEWER UTILITIES COMMITTEE – COUNCIL MEMBER PEASTER

No Further Report

ADJOURN: With no further business, the meeting was adjourned to Executive Session to discuss a potential litigation matter.


Willie J. Larry – Mayor


Joyce H. Hardy – Clerk/Administrator

RESOLUTION #540

**A RESOLUTION OF THE MAYOR AND COUNCIL OF MONTEZUMA, GEORGIA
SUPPORTING FLINT RIVER HOSPITAL**

WHEREAS, the City of Montezuma is actively seeking new business development, and the general welfare of the community, and

WHEREAS, the Flint River Hospital as the sole provider of acute hospital care to the community is a most valuable asset and necessary tool used in the seeking of new business development, and

WHEREAS, there is a great need for local healthcare services that the Flint River hospital provides to the community, and

WHEREAS, Macon County Community Hospital, Inc., a local community owned non-profit corporation, has entered a contract to purchase the Flint River Hospital to ensure the continuance of the healthcare services provided by Flint River Hospital to the community, and

WHEREAS, it is most important and crucial that the Flint River Hospital is owned by the community and controlled by the community to be able to provide continued and needed healthcare services into the future, and

WHEREAS, the Flint River Hospital employs more than 140 fulltime employees providing a continuing sizable economic benefit to the community, and

NOW, THEREFORE BE IT RESOLVED: that the governing authority of the Montezuma, does hereby encourage, appreciate and will support all Federal and State Agencies assistance necessary for the community to purchase and control the Flint River Hospital.

This 10th day of August, 2010

CITY OF MONTEZUMA, GEORGIA:

BY:

WILLIE J. LARRY, MAYOR

ATTEST:

Joyce H. Hardy
JOYCE H. HARDY, CLERK/ADMINISTRATOR

STATE OF GEORGIA
COUNTY OF SUMTER

MUTUAL AID AGREEMENT

This Mutual Aid Agreement entered into effective this the 22 day of July, 2010, by and between **The City of Americus**, a Georgia municipal corporation with a principal address of 101 West Lamar Street, Americus, Georgia (hereinafter referred to as "Americus"), and **The City of Montezuma**, a Georgia municipal corporation with a principal address of 408 South Dooly Street, Montezuma, Georgia 31063 (hereinafter referred to as "Montezuma").

WITNESSETH:

WHEREAS, Americus and Montezuma are both municipalities established under and pursuant to the laws of the State of Georgia; and

WHEREAS, Americus and Montezuma are authorized to enter into intergovernmental contracts with each other for the provision of services or for the joint or separate use of facilities and equipment for a period of up to fifty (50) years in accord with the provisions of Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia; and

WHEREAS, Americus and Montezuma desire to enter into this Mutual Aid Agreement as an intergovernmental contract relating to the use by the parties of a hydrastop machine for the benefit of both municipalities and the citizens thereof; and

WHEREAS Americus and Montezuma deem it appropriate to enter into this Agreement for such purposes.

GATEWOOD
SKIPPER & RAMBO, P.C.
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 486
AMERICUS, GEORGIA 31709
Phone: (229) 924-9316
Facsimile: (229) 924-6248

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Americus and the City of Montezuma do hereby enter into this Mutual Aid Agreement pursuant to the intergovernmental contracts clause of the Georgia Constitution as follows:

1. Montezuma presently owns a hydrastop machine used in connection with the operation and maintenance of its water and sewerage system within the City of Montezuma.

2. From time to time, the parties anticipate that Americus may need the use of a hydrastop machine in connection with the operation and maintenance of its water and sewerage system within the City of Americus.

3. In the event that Americus determines that it needs to utilize the hydrastop machine owned by Montezuma, then Montezuma will allow such use in accord with the terms of this Mutual Aid Agreement. Such use by Americus shall be subject to approval by the Public Works Director of Montezuma, or such other employee of Montezuma designated to make such decisions by the governing body of Montezuma from time to time. Notwithstanding the foregoing, nothing herein shall be deemed to require Montezuma to allow Americus to use such machine at any particular period of time in the event that Montezuma determines that such machine is, or will be, in use by Montezuma at the time that Americus desires to use the machine.

4. Americus agrees that it will use its properly trained personnel to operate the hydrastop machine while such machine is being used by Americus.

5. In the event that Montezuma determines that it needs to use the hydrastop machine in connection with the operation and maintenance of its water and sewerage system, Americus agrees to provide employees of the City of Americus to

Montezuma to assist Montezuma in the use and operation of such machine if the Public Works Director of the City determines that such employees are available for such purpose.

6. With respect to the use of the machine, neither party shall owe to the other party any charges, rents, or payments for the use of such machine. With respect to the employees of Americus who travel to Montezuma to assist in the operation of the machine for the benefit of Montezuma, Montezuma will not owe any charges, rents, salaries, or payments for such employees, but Montezuma shall pay the cost and expense of travel by Americus employees to and from Montezuma to operate such machine for the benefit of Montezuma. Except as provided above, each party shall pay all costs and expenses incurred by it in connection with the operation and use of the machine.

7. The cost and expense of transporting the machine, if any, between Americus and Montezuma shall be paid by the party transporting such machine.

8. Montezuma shall be solely responsible for all maintenance and repairs to the machine; provided, however, that should it be conclusively determined that the machine was damaged by the negligent or intentional misconduct of an employee of Americus, then any repairs necessitated by such damage shall be paid for by Americus.

9. Montezuma shall purchase and maintain all required property damage and liability insurance which Montezuma deems necessary or appropriate in connection with the hydrastop machine. A copy of each such policy or policies of insurance shall be provided to Americus upon request.

10. Both parties warrant and covenant that this Agreement has been approved by the governing body of each party in such manner as may be authorized by law.

11. This Agreement shall be effective as of the date first above written and shall continue in effect for a period of five (5) calendar years from the effective date hereof. This Agreement shall be subject to termination during the term hereof, with or without cause, by written notice from the terminating party to the non-terminating party. Such termination shall become effective thirty (30) calendar days after the date of the written notice.

12. This Agreement shall be construed in accord with the laws of the State of Georgia.

13. All notices required or permitted to be given with respect to this Agreement shall be in writing. Each notice to Americus shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

City of Americus
101 West Lamar Street
Americus, Georgia 31709

Each notice to Montezuma shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

City of Montezuma
408 South Dooly Street
Montezuma, Georgia 31063

Notices shall be sent to such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall have been deposited in the United States Mail, postage prepaid, in the manner prescribed

herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

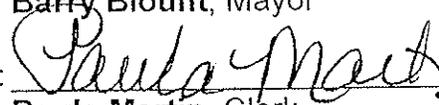
14. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year above written.

City of Americus, Georgia

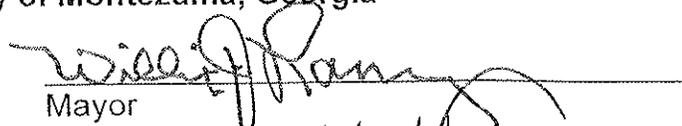
By: 

Barry Blount, Mayor

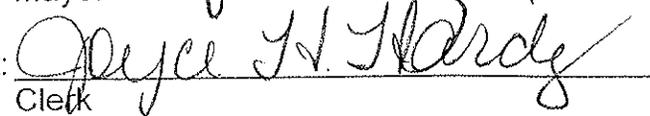
Attest: 

Paula Martin, Clerk

City of Montezuma, Georgia

By: 

Mayor

Attest: 

Clerk

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