

**MINUTES
REGULAR MEETING OF THE MONTEZUMA
CITY COUNCIL
October 17, 2023**

CALL TO ORDER: Mayor Johnson called the meeting to order at 6:00 PM.

INVOCATION: Attendees stood as Mayor Johnson led in prayer, then said the "Pledge of Allegiance" in unison.

PRESENT: Mayor Nealie Johnson; Council Members: Mayor Pro Tempore Cleveland Hobbs; Walter Felton, Howard Brown, Charles Ivey, and Daniel Porter; City Manager, Mel Fulghom; City Clerk, Jennifer McCarthy; City Attorney, Jon Coogle; Police Chief, Eric Finch; Fire Chief, Roy Yoder; W/WW Plants Chief, Terry Cross; W & S Line Maintenance Chief, Lonnie Shaw; Public Works Chief, Tim Goodman; Economic Development/Tourism Coordinator, Angie Mathews

ABSENT: N/A

CITIZEN COMMENTS

Citizen #1: Voncile Oliver inquired about information on the public restroom planned for downtown Montezuma.

Citizen #2: Marvis Brown inquired about the form for Gladys Hair Park and where to find it other than going to City Hall. Jennifer McCarthy, City clerk informed that the Park Rental Form will be posted on the city website after approval from Council.

CONSENT AGENDA

MOTION # 1 To accept all issues on the consent agenda, as follows:

Approve minutes of council meeting of September 26, 2023, as received by all members.



City of Montezuma - Gladys Hair Park

Organization: _____

Applicant Name _____ Phone _____

Address: _____

Email Address: _____

Number of People: _____

Date of Use: _____ Time: _____

Provide a Detailed Description of Activity: _____

Park Rental Guidelines

Gladys Hair field rental including use of the Aztec Market gazebo-with electricity included by small power poles-
\$100 for the day.

**** A Rental Day from 8 am – 6 pm ****

General Park Rules

- Adult supervision required.
- No horseplay or fighting.
- Litter/Garbage is to be placed in provided trash containers.
- Profanity, loud music, and bad behavior will not be allowed.
- Pets must be kept on a leash no greater than 6'.
- No glass containers

Anyone damaging property or violating park rules will be prosecuted.

APPLICANT SIGNATURE

WAIVER AND RELEASE: The undersigned does hereby waive, release and indemnify City of Montezuma, Georgia (hereinafter City) from any and all claims, injuries, medical expenses, death or other forms of damage which may be incurred by the undersigned their heirs, successors and assigns in the use and separation of the Gladys Hair Park or any other facility owned and operated by the City. Said release and waiver is entered into voluntarily by the undersigned and shall not be void for any reason.

Signature of undersigned

Print name

Date:

OFFICE USE ONLY

Request Approved: Yes _____ No _____ Approved By: _____ Date: _____

Fees Paid: Yes _____ No _____ Method of Payment: Cash Check or M/O

Fees Waived: Yes _____ No _____ Fee Waived Approval by: _____ Date: _____

Gladys Hair Park/Field & Aztec Market Rental Guidelines

Gladys Hair field rental including use of the Aztec Market gazebo-with electricity included by small power polls- \$100 for the day. (501c3 nonprofits may submit a copy of their documentation and a letter to the mayor in request to waive fee)

**** A Rental Day from 8 am – 6 pm ****(Evening events approved by Mayor on individual bases)

- An application must be picked up at City Hall and completed, it may be returned to City Hall or emailed to pagemtz@windstream.net **30 days** prior to event date. Requests must include the name of the event, type of event being held, contact information, date and times of the event and the *estimated number* of people attending the event. (The *prospective number* you hope to attend) Upon approval by the mayor, notice will be sent to the City Manager, Police Department, Fire Department, Public Works, and Economic Development for city preparedness of the function.
- Based on the number in attendance you may be required to rent a porta-potty and handwashing station. **A copy of the rental receipt for the porta-potties will be required to be submitted 15 days prior to the event date.** If an estimated number of people expected to attend exceeds 25 a porta-potty/handwashing station will be required. If the *prospective attendance number* exceeds 60 people- two porta-potties with one handwashing station will be required.
- **A copy of the flyer/advertisement for the event must be submitted 15 days** prior to the event. All events are subject to approval by the Mayor, the social media and any advertising must be submitted that coincides with the type of event being held. Flyers must list Gladys Hair Park and not Charlie Jackson Park (Charlie Jackson Park is only being used for gov't sponsored events moving forward due to lack of parking)
- A signed waiver and release of liability will be required by the event organizer (can be picked up at City Hall or emailed)

*** Park and venue must be left clean with no trash on ground. Pets must be leashed at all times and their waste cleaned up. No alcohol allowed for privately hosted events. No violence/disturbance allowed, or Montezuma Police Department reserves the right to terminate the event. (All of these terms/prices are subject to change once pavilion and bathrooms are built)*

EXHIBIT "A"

Legal description of property

All that tract or parcel of land lying and being in Land Lot 194 of the 1st Land District of Macon County, Georgia, containing 1.64 acres, more or less, and being shown on plat of survey captioned "SANITARY SEWER EASEMENT LAND OF ROSE LAND LP" and having such shapes, metes, bounds, courses and distances as shown on said Plat of Survey prepared by Wellston Associates Land Surveyors, LLC, Spencer H. Johnson, Registered Land Surveyor No. 3171, said plat of survey dated 5/16/2023 and recorded 0/7/2023 in Plat Book 2023, Page 55, Clerk's Office, Macon County Superior Court, Georgia. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

6. **COSTS AND TAXES.**

(a) Seller shall pay for deed preparation and transfer tax, Purchaser shall pay for the cost of recording said warranty deed, the cost of examining and insuring title to the Property, all costs incurred for financing the purchase, if any, and all other closing costs incurred by Purchaser.

(b) Current year ad valorem taxes shall be prorated at closing based on the most recent available tax bill; Purchaser shall be responsible for payment of the tax bill and any increases in the millage rate or assessment.

7. **TIME OF ESSENCE AND CONSTRUCTION.** Time is of the essence of this Contract and this Contract shall be construed equally between the parties and this Contract shall be construed according to Georgia law.

8. **SURVIVAL OF CONTRACT.** All the terms and conditions of this Contract not performed at or prior to closing shall survive the closing hereunder and shall not be merged into the closing documents.

9. **DEFAULT PROVISIONS.** In the event Seller fails to consummate this sales contract, the Purchaser shall have the option to sue for specific performance or damages or both in a court of proper jurisdiction. In the event Purchaser defaults on this sales contract, Seller shall retain the earnest money as liquidated damages and Seller shall have no other recourse against Purchaser.

The risk of loss will remain with the Seller through the date of Closing.

WITNESS the parties' hands and seals on this _____ day of October, 2023.

Purchaser:

CITY OF MONTEZUMA

Seller:

ROSE LAND, L.P.

Nealie L. Johnson, Mayor

William H. Griffin, III, Registered Agent

STATE OF GEORGIA

COUNTY OF MACON

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

This is a contract for the purchase and sale of certain real estate by and between ROSE LAND, L.P., P. O. Box 237, Cordele, GA 31010 (hereinafter called "Seller") and **CITY OF MONTEZUMA**, P. O. Box 388, Montezuma, GA 31063 (hereinafter called "Purchaser").

In consideration of the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO BUY AND SELL.** Seller hereby agrees to sell and Purchaser hereby agrees to buy that tract or parcel of land being more particularly described on Exhibit "A" attached hereto and made a part hereof. The property which is the subject of this Contract (hereinafter called "the Property") includes the land and any improvements located thereon.

2. **PURCHASE PRICE.** The purchase price for the Property shall be: **One Hundred Eight Thousand Dollars and Zero Cents (\$108,000.00).**

3. **PAYMENT.** The sum of **Zero Dollars and Zero Cents (\$0.00)** shall be payable upon execution of this Contract as Earnest Money which amount will be applied to the purchase price and the balance shall be payable via wire or a cashier's check at closing.

4. **WARRANTIES OF SELLER.** Seller hereby warrants and represents that:

Seller owns unencumbered fee simple title to the Property, free and clear of all restrictions, liens and encumbrances, except those that will be removed, cancelled, or released by this transaction.

5. **CLOSING.**

(a) Unless extended as provided herein, Purchaser and Seller shall consummate the sale contemplated by this Agreement on or before _____, **2023** at such time, date and place as the Purchaser designates.

(b) At the closing, each party shall execute and deliver all documents necessary to effect and complete the closing. The General Warranty Deed to be executed by the Seller shall be in the standard form and will convey to Purchaser attached unencumbered fee simple title, free and clear of all liens, restrictions and encumbrances, except the Permitted Encumbrances, and insurable as such by a national title insurance company at standard rates on American Land Title Association Owner's Policy Standard Form B-1970 (amended 10/17/70). All blanks in all of the closing documents shall be conformed to meet the requirements of the parties as expressed in this Contract.

To approve Purchase of one 2023 Ford Explorer – PD equipped. Purchase from Brannen Motor Company in the amount of \$58,150.00. FY2024 Budgeted Item - SPLOST.

To approve the purchase of easements from Roseland LP in the amount of \$108,000.00. Easements are a part of the Spring Creek Pipeline Project contract (approved: Special Called Meeting 9/17/2023). Funding: 50 % from WI Taylor County Disposal LLC. (\$54,000) and 50% from the City of Montezuma financed via a loan from WI Taylor County Disposal LLC (\$54,000). A copy of Contract is attached to and made a part of these minutes. Attachment #1.

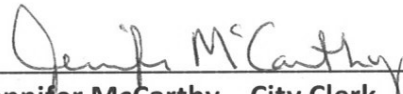
To Update the Glady's Hair Park/Aztec Market Guidelines (Approved September 27, 2022) to remove \$25 charge and add form submittals to be turned in to City Hall. A copy of the guidelines is attached to and made a part of these minutes. Attachment #2.

MOTION BY: Mr. Ivey
SECOND BY: Mr. Brown

VOTE: UNANIMOUS, IN FAVOR OF

ADJOURN: With no further business, the meeting adjourned.

Nealie L. Johnson - Mayor



Jennifer McCarthy – City Clerk