



**Regular Meeting of the Mayor and City Council  
City of Ball Ground, Georgia  
Ball Ground City Hall – 7:00PM**

**AGENDA  
April 9, 2015**

**Item 1: Meeting Called to Order by Mayor Pro Tem Frank Homiller due to the absence of Mayor Roberts.**

**Council Member John Byrd was absent**

**Staff Members Present: Darrell Caudill, Michael Chapman, Donna England, Bryon Reeves, Eric Wilmarth and Karen Jordan**

**Item 2: Pledge of Allegiance**

**Item 3: Appearances – Lee Zell, representative from National League of Cities  
Propose Council Members to consider endorsement of Water/Sewer  
Line Insurance Program**

**Mr. Zell gave a presentation of the National League of Cities Service Line Warranty Program. The program gives residents who have not set aside money to pay for an unexpected, expensive utility line repair the opportunity to obtain a low cost warranty that will provide repairs for a low monthly fee, with no deductibles or service fees. The work is provided by local, licensed plumbers who will call the customer within one hour of filing a claim. Claims are filed with the Utilities Service Program.**

**Mr. Zell explained that the program is at no cost to the city and is administered by the Utilities Service Program.**

**Mayor Pro Tem Homiller thanked Mr. Zell for his comments and stated council would consider his proposal.**

**Item 4: Public Comments  
(Please complete the appropriate form at the podium and give to the City Clerk)**

**Mr. Jack Brooks addressed Mayor Pro Tem Homiller and Council Members concerning the Councils consideration to tear down the Community Center. Mr. Brooks stated people, past and present worked hard to build the Community Center for the Ball Ground Community to use for various events. He asked that Mayor and Council give consideration to working with the community to improve the building rather than tearing the building down.**

**Mayor Pro Tem Homiller thanked Mr. Brooks for his comments and stated he would be happy to meet with the people to discuss options for the building.**

**Mr. Mark Popham also addressed Mayor Pro Tem Homiller and Council Members concerning the tearing down the Community Center. Mr. Popham stated the building means a lot to the people that worked hard to build the building. Many events have been held in the building to raise money for people who were in financial need.**

Mr. Popham stated that during the 1970's the building was built by volunteers, but it became cost prohibited to maintain and was therefore turned over to the City to maintain. Mr. Popham stated he and volunteers were willing to donate their time and work to solicit donated material to make necessary repairs to the building. Council Members were urged by Mr. Popham to work together to find a solution to the problem rather than tearing the building down.

Mayor Pro Tem Homiller thanked Mr. Popham for his comments and again stated he would be willing to find a solution to the issues.

Shorty Jordan asked if Council had made the decision to tear the Community Building down? Mr. Jordan stated he would like for Council to have a plan and a time frame in writing, which he believed would eliminate opposition in efforts to tear the building down.

Mayor Pro Tem Homiller stated Council would not want to do anything before having a plan to replace the existing building.

**Item 5: Announcements City Manager**

City Manager Wilmarth stated he was notified shortly before 6:00 PM this evening that Ball Ground had been selected as the site for the filming of the movie "Mena" starring Tom Cruise.

**Item 6: Approval of Minutes – March 12, 2015 Regular Meeting**

Council Member Prettyman put forth a motion, Seconded by Council Member O'Malley to approve the minutes of the March 12, 2015 meeting of Council as submitted in writing by City Clerk Karen Jordan.  
Motion unanimously approved.

**Item 7: Old Business - None**

**Item 8: New Business**

- a) **Consider Proclamation Proclaiming April as Parkinson's Awareness Month**  
Council Member Stoner put forth a motion, Seconded by Council Member Prettyman to Proclaim April as Parkinson's Awareness Month in the City of Ball Ground.  
Motion Unanimously Approved.  
Mayor Pro Tem Homiller signed the proclamation and stated his dad suffered from this disease and also past Council Member Jerrie Hall.

CITY OF BALL GROUND  
PARKINSON'S AWARENESS MONTH  
2015-P02

Whereas, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States;

Whereas, there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect 500,000 to 1,500,000 people in the United States and the prevalence will more than double by 2040.

Whereas, Parkinson's disease is the 14<sup>th</sup> leading cause of death in the United States according to the Centers for Disease Control and Prevention;

Whereas, it is estimated that the economic burden of Parkinson's disease is at least \$14.4 billion annually, including indirect costs to patients and family members of \$6.3 billion;

Whereas, research suggest the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown;

Whereas, there is no objective test or biomarker for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease;

Whereas, the symptoms of Parkinson's disease vary from person to person can include tremors, slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms.

Whereas, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families;

Whereas, increased research, education, and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today;

NOW, THEREFORE THE MAYOR AND CITY COUNCIL of the City of Ball Ground does hereby proclaim April as Parkinson's Awareness Month in the City of Ball Ground.

Given under my hand in these free United States in the City of Ball Ground, on this 9<sup>th</sup> Day of April, 2015. And to which I have caused the Seal of the City of Ball Ground to be affixed and have made this proclamation public.

S/s Mayor Pro Tem Frank Homiller  
Mayor Pro Tem Frank Homiller  
City of Ball Ground, Georgia

Attest: S/s Karen L. Jordan  
Karen L. Jordan, City Clerk  
City of Ball Ground, Georgia

- b) **Consider and Intergovernmental Agreement with Cherokee County for procuring certain animal impoundment services.**  
**Council Member Prettyman put forth a motion, Seconded by Council Member Stoner to approve the following Intergovernmental Agreement between the City of Ball Ground and Cherokee County Board of Commissioners for Animal Control Services as outlined within the agreement.**  
**Motion Unanimously Approved.**

**MUNICIPAL SERVICES AGREEMENT**  
Between  
CHEROKEE COUNTY AND CITY OF \_\_\_\_\_

WHEREAS, the City of \_\_\_\_\_, Georgia (hereafter referred to as "the City") is desirous of procuring certain animal impoundment services from Cherokee County, Georgia (hereafter referred to as "the County"); and

WHEREAS, the County is willing to perform such services on the terms and conditions hereinafter set forth; and

WHEREAS, both parties hereto are authorized to enter into this Municipal Services Agreement ("the Agreement"); and

NOW, THEREFORE, it is agreed as follows:

Section 1: SCOPE OF SERVICES

- (a) The County agrees, through the County Marshal's Office, to provide services, as described below, regarding domesticated animals (i.e., dogs, pot belly pigs, horses, cats) and feral canines and felines ("Animals" or "Animal" in the singular). The County may, in its sole discretion, provide the services described herein regarding animals other than domesticated animals and feral canines and felines upon request by the City, and any such specific animal shall be deemed an Animal as defined in this subsection (a).

- (b) All communications (email, letter, or text) by the City to the County contemplated by this Section 1 shall be performed by the City Chief of Police or his/her designee (collectively, the "Chief") as identified in writing to the County Chief Marshal, or his/her designee (collectively, the "Marshal") as identified in writing.
- (c) The County Marshal's Office, upon forming an independent and final conclusion that an Animal should, and may lawfully, be impounded, shall proceed with impoundment of such animal.
- (d) The Cherokee County Emergency Communications Call Center (E911) shall dispatch Marshal's Office staff, along with local police, to the identified location to secure the identified Animal and transport the Animal to the County Animal Shelter located at 1015 Univeter Road, Canton, GA 30115 (the "Shelter"). The County shall not be required to transport any Animal to any location other than the Shelter under this Agreement, provided that the County may, in its sole discretion, transport an Animal to an alternate location.
- (e) Any Animal transported to the Shelter pursuant to this Agreement shall remain at the Shelter in accordance with County policy, until the County, in its sole discretion, makes a determination as follows: 1) euthanize the Animal; 2) release the Animal to an authorized reputable foster or rescue group; or 3) release the Animal to an individual identified by name, age, gender, and personal description in the written, signed instruction.
- (f) The County shall have no responsibilities or obligations under this Agreement except as set forth herein. Specifically, but not exhaustively, the County shall have no responsibility or obligation regarding: 1) pursuing an animal outside of the corporate limits of the City; 2) responding to barking dog incidents; 3) pursuing undomesticated animals (i.e., bears, coyote, wolves, bobcats or other undomesticated felines); or 4) enforcing any municipal laws, ordinances, or regulations unless mutually agreed to in writing by the Chairman and Board of Commissioners and the Mayor and City Council.
- (g) The County shall have the responsibility or obligation regarding: 1) response to an incident involving an Animal, including the capture and impoundment of dangerous, vicious, loose and unattended, or injured animals.

**Section 2: OBLIGATIONS OF THE CITY**

The City agrees to provide the following to the County.

- (a) Allow the County to use County Marshal's Office staff, equipment, facilities and processes in the course of fulfilling its obligations under this Agreement.
- (b) Allow the county to collect all fines, fees, donations, restitution, or any revenue resulting from services provided under this agreement.
- (c) The City Police Department agrees to respond to all incidents within the corporate limits of the City involving an Animal.
- (d) The City agrees to provide City Police Officer testimony in Court.
- (e) Allow cases brought forward to be adjudicated in Magistrate Court or State Court.

**Section 3: INDEPENDENT STATUS**

Under no circumstances shall the County, its appointed and elected officials, representatives, employees, associates, subcontractors, successors or assigns (collectively referred to as the "County Parties") be deemed employees, agents, partners, successors, assigns, or legal representatives of the City, except as specifically required herein.

**Section 4: RENEGOTIATIONS**

If any action is taken or request made by the City that materially increases the cost to the County of providing the services required under this Agreement, the City and the County agree to negotiate in good faith the amount of additional compensation that will be paid by the City as a result of said increase in cost.

**Section 5: EFFECTIVE DATE**

This Agreement shall become effective on \_\_\_\_\_, 2014 and shall continue in full force and effect until \_\_\_\_\_, 2014. Unless terminated as provided for herein, this Agreement shall be automatically renewed from year to year for successive one-year periods thereafter for up to four (4) additional one-year periods.

**Section 6: TERMINATION**

This Agreement may be terminated by either party for convenience by giving at least ninety (90) days' prior written notification of such intention to terminate to the other party. Should either the City or the County be in default hereunder, the non-defaulting party shall give written notice of such default; and should such default not be corrected within thirty (30) days after the mailing of notice thereof, this Agreement may be terminated by the non-defaulting party by giving written notice thereof.

**Section 7: LIABILITY**

The City and County agree that the City does not intend, and shall not be construed to have, assumed liability for negligent actions taken or omissions made by personnel employed by the County pursuant to this Agreement and the City

Ordinance within the corporate limits of the City. Any loss or damage sustained as a result of the act of negligence or omission of an employee of the County shall be borne solely by such employee or the County. Under no circumstances shall any County employee acting as an Animal Control Officer be considered to be the employee of the City.

**Section 8: GENERAL PROVISIONS**

- (a) This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of this state.
- (b) This Agreement expresses the entire understanding of the parties and all agreements between the parties hereto with respect to the matters set forth herein.
- (c) All agreements, covenants, certifications, representations, and warranties of the parties hereunder in connection with this transaction contemplated hereby shall survive the execution and delivery hereof regardless of any investigation and other action taken by the other person relying thereon.
- (d) 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.
- (e) This Agreement may be amended, supplemented or otherwise modified solely by a document in writing, duly executed and delivered by the City and the County. No waiver, release or similar modification of this Agreement shall be established by conduct, custom or course of dealings, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and/or the County.
- (f) Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, or other communication hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one (1) business day after being sent by a reputable overnight registered delivery service, charges prepaid, or three (3) business days after being mailed if mailed by certified mail/return receipt requested and postage prepaid to the City and/or the County at the addresses shown below and at such other addresses as may be furnished by the City and the County in writing from time to time.

Mayor, City of \_\_\_\_\_  
\_\_\_\_\_, GA 301\_\_

City Manager, City of \_\_\_\_\_  
\_\_\_\_\_, GA 301\_\_

**Chairman, Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, Georgia 30114**

**County Manager, Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114**

- (g) This Agreement is made and entered into by the authority prescribed by the Georgia Constitution, Article IX, Section III, Paragraph I.
- (h) The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party.
- (i) Each of the individuals who executes this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- (j) This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (k) The brief capitalized and/or underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- (l) No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.
- (m) Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

CHEROKEE COUNTY

ATTEST:

\_\_\_\_\_  
L.B. Ahrens, Jr. Chairman

\_\_\_\_\_  
Christy Black, County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**c) Consider Public Road Easement by Dedication between Georgia Northeast Railroad and City of Ball Ground  
Council Member O'Malley put forth a motion, Seconded by Council Member Stoner to approve the following Public Road Easement by Dedication between the Georgia Northeastern Railroad and City of Ball Ground.  
Motion Unanimously Approved.**

PUBLIC ROAD EASEMENT BY DEDICATIO

STATE OF GEORGIA  
COUNTY OF CHEROKEE

This Indenture entered into this \_\_\_\_ day of March, 2015, between Georgia Northeastern Railroad Company, Inc, a corporation duly organized under the laws of the State of Tennessee, party of the first part (hereinafter referred to as Grantor) and the City of Ball Ground, a political subdivision of the state of Georgia, party of the second part (hereinafter referred to as Grantee).

WITNESSETH, that pursuant to O.C.G.A. §32-3-3(a) said Grantor has granted, dedicated and conveyed and by these presents does grant, dedicate and convey to the City of Ball Ground and to successors and assigns, and the Grantee does accept, the right, title, and privilege of an easement through the subject property located in Land Lots 137 and 138 of the 3<sup>rd</sup> District, 2<sup>nd</sup> Section of Cherokee County, Georgia, and more particularly described as follows:

[See Exhibit "A" attached hereto and made a part hereof.]

This right and easement herein granted being to occupy such portion of the undersigned's property as would be sufficient for the construction, access, maintenance and upgrade of a public road through the identified property according to the location and size of said public road as shown on the plat attached hereto as Exhibit B and made a part hereof. Grantor hereby reserves unto itself all remaining interests in and to the underlying fee not required by Grantee for the purpose identified herein, it being further agreed and understood that the easement granted herein is inferior to and subordinate to Grantor's own use of the property for a rail line or lines, and nothing contained herein authorizes Grantee's use to interfere with Grantor's use, operation and maintenance of said rail line or lines. Grantee's easement is conveyed for the establishment of a public road and it shall carry the same duties and responsibilities as all of Grantee's other public roads.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this \_\_\_\_\_ GEORGIA NORTHEASTERN day of March,  
2015 in the presence of: RAILROAD COMPANY, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

[Notary Seal]

Title: \_\_\_\_\_

[CORPORATE SEAL]

ACCEPTED:  
CITY OF BALL GROUND

\_\_\_\_\_  
Notary Public  
[Notary Seal]

By: \_\_\_\_\_

[Official Seal of the City]

**d) Consider Surplus of Equipment**

- Copier
- 2007 Ford Crown Vic Patrol Car
- Pitney Bowes all in one mail unit

City Manager Wilmarth proposed Council Members consider the above stated items as surplus property and to list each item on GovDeals for disposal. He further stated that if no bids are received for the copier or Pitney Bowes mail unit; those units would be scrapped.

Council Member Prettyman put forth a motion, Seconded by Council Member O'Malley to surplus the above stated items and advertise each of the items for bid on the GovDeals website and should no bids be received for the copier and Pitney Bowes mail unit those items would be scrapped.  
Motion Unanimously Approved.

**e) Consider Request by Stacey Bagwell Properties, LLC to Abandon Service Area Near Goss Lane.**

City Manager Wilmarth stated he was in receipt of a letter from Stacey Bagwell Properties, LLC requesting the City abandon their service delivery area at Goss Lane and further described as Map Number 03N07 Parcel 058. The Cherokee County Water and Sewage Authority already has a line located at this location and would be better equipped to provide water to this location rather than the City of Ball Ground.

Council Member Prettyman put forth a motion, Seconded by Council Member O'Malley to abandon the Service Delivery area known as Map Number 03N07 Parcel Number 058 located at Goss Lane at the request of Ms. Bagwell.  
Motion Unanimously Approved

**Item 9: City Manager Comments**

**Financial Report** – City Manager Wilmarth presented an unaudited report of account balances, statement of revenue and expenditures for the month ended March 31, 2015. The report showed cash on deposit totaled \$1,022,062.40.

City Manager Wilmarth stated he has been working on the 2015-2016 Budget and should be ready for the mayor's review next week.

**Administrative** – City Manager Wilmarth stated he and the city clerk met with the city attorney to review the draft of the recodification of the city code.

City Manager Wilmarth announced that David and Julie Boon were recently approved by the Georgia Department of Revenue as a Farm Winery.

The Georgia Department of Transportation contacted City Manager Wilmarth stating they were in receipt of a request to detour traffic on SR372 during the filming of the Mena Movie. Before GDOT would consider the request they wanted to know if Mayor and Council were in support of the movie being filmed in the downtown area.

Council Member Prettyman put forth a motion, Seconded by Council Member O'Malley stating they support the efforts of the producer and film company to film a movie in the downtown area.  
Motion Unanimously Approved.

**Public Works** – City Manager Wilmarth reported that during the February ice storm a tree fell and blocked SR 372. During the road closure an eighteen wheeler traveled down Terrell St., up Old Canton Road before reentering SR 372. While traveling the city streets the vehicle did damaged the following:

- Drainage catch basin at the corner of Terrell St and Old Canton Road
- Broke a fire hydrant at the corner of Old Canton Rd and SR 372

Mayor Roberts submitted a request to Council Members asking them to consider offering a \$2,500.00 reward leading to the arrest and conviction of the person/persons that caused the above stated damage to city property.

Council Members responded unanimously yes to the request made by Mayor Roberts.

**Parks and Recreation** – The two acres recently purchased from the Haynes Family has now been cleared for additional parking and park space.

Council Member O'Malley stated there has been a decline in the number of kids participating in softball and baseball this spring. It appears kids are participating more in travel teams rather than recreation. Because of this the ball fields are empty which has prompted the YMCA to ask for permission to bring recreational soccer to Ball Ground. Council Member O'Malley stated he would be meeting with representatives from YMCA next week to discuss the soccer teams playing in Ball Ground.

**Public Safety** – Chief Reeves presented a written report of the department's activity for the month ended March 31, 2015.



Mayor Pro Tem Homiller thanked Chief Reeves and his department for the professionalism shown by his officers.

**Item 10: Mayor Roberts Comments**

**Item 11: City Council Comments**

Each Council Member extended thanks to the city residents for their attendance at tonight's meeting.

Council Member O'Malley reported him, City Manager Wilmarth and City Clerk met with Chance Cain, Coach of the Creekview High School Softball Team. Coach Cain expressed an interest in using the City ball fields for team practice and games. Council Member O'Malley and staff agreed it would be in the best interest of the City to work on an agreement with Coach Cain to bring his softball teams to Ball Ground to play. Council Member O'Malley stated he would update Mayor and Council on the upcoming agreement.

**Item 12: Executive Session (If Needed)**

**Item 13: Adjourn**

There being no further business for Mayor and Council consideration a motion was duly made and seconded to adjourn at 8:15 PM.

The minutes of the April 9, 2015 Meeting of Council will be considered for approval at the May 7, City Council Meeting.

\_\_\_\_\_  
Mayor A. R. Roberts, III

\_\_\_\_\_  
Mayor Pro Tem Frank Homiller

\_\_\_\_\_  
Council Member John Byrd

\_\_\_\_\_  
Council Member Mickey O'Malley

\_\_\_\_\_  
Council Member Lee Prettyman

\_\_\_\_\_  
Council Member Andrenia Stoner

Attest: \_\_\_\_\_

Karen L. Jordan, City Clerk