



**Regular Meeting of the Mayor and City Council
City of Ball Ground, Georgia
Ball Ground City Hall ~ 7:00 P.M.**

**MINUTES
July 14, 2016**

Item 1: Meeting Called to Order by Mayor Rick Roberts

**Council Members Present: John Byrd Frank Homiller, Mickey O'Malley and Lee Prettyman
Council Member Andrenia Stoner was absent due to sickness**

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

Item 2: Pledge of Allegiance led by Council Member John Byrd

Item 3: Appearances

**Adelle Mickelson – Lions Club Summerfest Chairman
Mrs. Mickelson gave council a report of the Summerfest Festival held June 4th and 5th. She along with Lions Club Officers and Members present Mayor Roberts a check of \$11,500.00 from proceeds of the Summerfest Festival. The money will be used to purchase floor covering for the City Gym. Mrs. Mickelson asked Mayor Roberts and Council Members to decide on the color floor covering so it could be ordered.**

Mayor Roberts commended Mrs. Mickelson and the Lions Club on the success of Summerfest and expressed his appreciation for the donation to purchase floor covering for the City Gym.

Item 4: Announcements/Informational Items/Project Updates – City Manager

Item 5: Approval of June 9, 2016 Council Meeting Minutes

**Council Member Homiller put forth a motion, Seconded by Council Member Byrd approve the minutes of the June 9, 2016 City Council Meeting as submitted in writing by the City Clerk.
Motion Unanimously Approved.**

Item 6: Old Business

**a) 2nd Reading of Millage Rate for 2016 Property Tax
A motion to approve the second reading of the 2016 Property Tax Millage Rate of 4.916 was put forth by Council Member Byrd and Seconded by Council member Homiller.
Motion Unanimously Approved.**

**b) 2nd Reading of Fire District Millage Rate for 2016 Property Tax
A motion to approve the second reading of the 2016 Fire District Tax Millage Rate of 3.436 was put forth by Council Member Prettyman and Seconded by Council Member O'Malley.
Motion Unanimously Approved.**

Item 7: New Business

a) 1st Reading of Application for New Alcoholic Beverage License

Applicant: Sharmishthaben D. Patel

Business Name: Ball Ground Liquor LLC.

Address: 263 Commerce Lane, Ball Ground, Ga. 30107

Sharmishthaben D. Patel recently purchased Jordan’s Package Store located at 263 Commerce Lane and submitted for consideration an application for the package sales of Beer, Wine and Distilled Spirits. The business name will change to Ball Ground Liquor LLC.

City Manager Wilmarth stated a background check showed the new owner to be of compliance with requirements for issuance of a new license.

Council Member Homiller put forth a motion, Seconded by Council member Prettyman to approve the first reading of the application for a new Alcoholic Beverage License as submitted by Sharmishthaben D. Patel.
Motion Unanimously Approved.

b) Consider Agreement with Red Cross for Disaster Shelter

Council Member Prettyman put forth a motion, Seconded by Council Member O’Malley to enter into the following Shelter Agreement with the American Red Cross for the locations of Ball Ground City Gym and Ball Ground Community Center.

Motion Unanimously Approved

**American Red Cross
Shelter Agreement**

The American National Red Cross (“Red Cross”), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner (“Owner”) so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: _____

Parties and Facility

Owner:

Legal name: City of Ball Ground

Chapter: _____

24-Hour Point of Contact: Eric W. Wilmarth

Name and title: City Manager

Work phone: 770-735-2123 Cell phone/pager: 770-533-1112

Address for Legal Notices:

Mail: City of Ball Ground, PO Box 285, Ball Ground, GA 30107

UPS/FEDEX: 215 Valley Street, Ball Ground, GA 30107

Red Cross:

Legal name: The American National Red Cross

Chapter: _____
24-Hour Point of Contact: _____
Name and title: _____
Work phone: _____ Cell phone/pager: _____
Address for Legal Notices: _____

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:
(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).
Ball Ground City Gym, 95 Church Street, Ball Ground, GA 30107
Ball Ground Community Center, 250 Civic Drive, Ball Ground, GA 30107

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the [Facility/Shelter Opening/Closing Form](#), available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

CITY OF BALL GROUND
Owner (legal name)

THE AMERICAN NATIONAL RED CROSS
(legal name)

By (signature)

By (signature)

Eric W. Wilmarth
Name (printed)

Name (printed)

City Manager
Title

Title:

July 14th, 2016

Date

Date

Item 8: Staff Comments

- Police Chief Bryon Reeves presented a monthly report of the department's activity.

Mayor Roberts and Council Members commended Chief Reeves and his department for the professionalism shown during an incident that happened on the night of the annual fireworks.

- City Manager Eric Wilmarth Financial Report – City Manager Wilmarth presented an unaudited report of account balances, statement of revenue and expenditures for the month ended June 30, 2016. The report showed cash on deposit totaled \$742,946.63

Other Item Reported

- Municode has completed the update of the City of Ball Ground Municipal Code. A 1st Reading of an Ordinance to enact a new code for the City of Ball Ground will be considered at August Council Meeting.
- Groover St. Storm Drain Project is 95% complete
- Fire Station construction is continuing on schedule
- Capital Improvement Plan along with a status report provided to Mayor Roberts and Council Members for review.
- Mauldin & Jenkins Certified Public Accountants were onsite on July 1, 2016 to perform an inventory of the water department in preparation of the upcoming annual fiscal audit.
- City Gym has recently had all but 4 light fixtures converted to LED lighting. The conversion will greatly reduce the amount of electricity used.

City Manager Wilmarth requested Mayor and Council consider granting him permission to sign any and all documents related to a property swap agreement with A. R. Holcomb Properties, LLC of .142 acres located at the end of Old Canton South. And further described as all that tract or parcel of land lying and being in Land Lot 64 of the 3rd District and 2nd Section of the City of Ball Ground, Cherokee County, Georgia and being designated as TRACT 1, containing 0.160 acre, being more particularly described on the plat of survey for City of Ball Ground, prepared by Landmarx Surveying, dated June 11, 2014, a copy of which is attached to the Limited Warranty Deed as Exhibit "A" and made a part of Limited Warranty Deed by specific reference for a more complete description of the subject property a, and being a portion of Cherokee County tax assessor's map designation of 94N03 019A.

Council Member Homiller put forth a motion, Seconded by Council Member Prettyman to empower City Manager Wilmarth to sign any and all documents related to the property swap of .142 acres located on Old Canton Road owned by A. R. Holcomb Properties, LLC.

Motion Unanimously Approved.

Item 9: Mayor Roberts Comments

Mayor Roberts stated he would like to conduct a public informational meeting on August 18, 2016 at 6:00 PM to give business owners and residents an opportunity to comment on the proposed changes to the sign ordinance,

Mayor Roberts commended on his recent attendance at the Georgia Municipal Association Annual Training Conference. He along with Council Members John Byrd, Mickey O'Malley and Lee Prettyman, City Manager Eric Wilmarth and City Clerk Karen Jordan attended the conference. Each who attended the conference

commented they found the training very informative and very helpful in each of their respected positions in local government.

Item 10: City Council Comments - None

Item 11: Public Comments

Glenn Densmore commended Mayor Roberts, Council Members and staff on the fantastic job each does in their respected jobs.

Item 12: Executive Session (To discuss possible litigation)

Council Member Prettyman put forth a motion, Seconded by Council Homiller to adjourn into an Executive Session for the purpose to discuss pending or potential litigation,
Motion Unanimously Approved

Following discussion a motion was made by Council Member O'Malley, Seconded by Council Member Byrd to adjourn from Executive Session to Regular session.

Motion Unanimously Approved

Item 13: Adjourn

There being no further business for Mayor and Council consideration a motion was duly made and seconded to adjourn.

Motion Unanimously Approved

THE MINUTES OF THIS JULY 14, 2016 CITY COUNCIL MEETING approved this 11th Day of August 2016.

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