



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

**Minutes
May 12, 2016**

Item 1: Meeting Called to Order by Mayor Rick Roberts
Council Members John Byrd, Frank Homiller, Mickey O'Malley was present.

Council Member Lee Prettyman and Andrenia Stoner was absent.

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

Item 2: Pledge of Allegiance

Item 3: Appearances

- Attorney Laura Rollins addressed Mayor and Council Members on behalf of business owner Bob Bitz. Mr. Bitz is the owner of Preferred Commercial Floor Covering located at 100 Northgate Industrial Drive. Attorney Rollins stated that Mr. Bitz along with other property owners located in this area are concerned over the lack of compliance of city ordinances by a couple of businesses also located in the Northgate Industrial Development. Some of the allegations made by Attorney Rollins were blowing horns, removing emission devices, parking and storing vehicles all over parking lot on Industrial Dr., racing of engines and leaving black marks on road.

Attorney Rollins thanked Mayor Roberts and Council Members for the actions already taken by the city regarding this problem.

Mayor Roberts thanked Attorney Rollins for her comments.

City Attorney Darrell Caudill stated because the case is pending before the City Court it would be improper for city officials to comment on any action pending in the court.

- State Court Judge Michelle Homier appeared before Mayor and Council as a candidate for reelection of her current position as State Court Judge of Cherokee County. Judge Homier stated she was very connected to Ball Ground and has plans to move to here soon after the election. She stated she would be available later after the meeting if anyone had questions they would like to ask her. Judge Homier thanked Mayor Roberts and Council Members for the work they do.

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

- Saturday, May 14, 2016 7:00 PM “Ball Ground Rocks the Park Concert Series” kicks off with Thomas Fountain in City Park
- June 4 & 5 Summerfest sponsored by the Ball Ground Lions Club
Adelle Mickelson stated she was looking forward to a great event. She thanked the City Staff and other civic organizations for their support.

Item 5: Approval of April 14, 2016 Minutes

Council member Homiller put forth a motion, Seconded by Council Member O'Malley to approve the minutes of the April 14, 2016 Council Meeting as submitted in writing by the City Clerk.
Motion Unanimously Approved

Item 6: Old Business

- a) Consider 2nd Reading of Annexation Petition Submitted By:
Property Owner: Stefanie Joyner
Address 995 Old Canton Road

Council Member Byrd put forth a motion, Seconded by Council Member O'Malley to approve the second reading of the annexation petition submitted by Ms. Stefanie Joyner for 995 Old Canton Road.

Motion Unanimously Approved

- b) Consider 2nd Reading of the FY 2016-2017 Budget
Council Member Homiller put forth a motion, Seconded by Council Member Byrd to approve the second reading of the 2016-2017 Fiscal Year Budget.
Motion Unanimously Approved

Item 7: New Business

- a) Consider 1st Reading of Annexation Petition Submitted By:
Applicant: Birchwood Properties-James Turner & Taylor Weaver
Address: 312 Northridge Road

Mayor Roberts presented the annexation petition as submitted by Birchwood Properties for the annexation of 10 acres located at 312 Northridge Road. No change in zoning is requested at this time,

Council Member Byrd put forth a motion, Seconded by Council Member Homiller to approve the annexation petition as submitted.

Motion Unanimously Approved

- b) Consider Approval of Business License for Glasslife Atlanta, LLC located at 107 Northgate Industrial Dr.

City Manager Wilmarth stated Glasslife Atlanta, LLC located at 107 Northgate Industrial Drive had applied for a business license. However before a license could be issued the City Council must consider granting a Special Use Permit as required in 104.10 E of the City of Ball Ground comprehensive Development Code for this particular business. The description of the business as stated in the license application is vinyl wrap cars. Therefore, an Automotive repair shop including paint and body requires permitting by the City Council.

City Manager Wilmarth stated the nature of the business is not automotive repair, but a coating of vinyl applied to a vehicle by heat to mold the material onto the object. It does not generate noise as a vehicle repair shop normally does. The applicant is aware that all work must be conducted inside as stated in our Light Industrial Code section. There is to be no noise, smoke or odor emissions from the building.

Mr. Colyn Creighton, owner of the business addressed Mayor and Council. Mr. Creighton commented on the process of how the vinyl material is applied to vehicles and stated that his business is not related to the businesses previously mentioned that are causing disturbances. He stated his business makes cars look good and has nothing to do with the spinning of tires and slinging of rocks. My business is totally done inside the building stated Mr. Creighton.

After no further discussion, a motion was made by Council Member Byrd, Seconded by Council Member Homiller to approve the business license request by Glasslife Atlanta, LLC.

Motion Unanimously Approved.

- c) Consider Renewal of Statewide Mutual Aid Agreement with Georgia Emergency Management Agency/Homeland Security

The following Statewide Mutual Aid and Assistance Agreement between the City of Ball Ground and Georgia Emergency Management Agency/Homeland Security were presented for Council consideration.

Council Member O'Malley put forth a motion, Seconded by Council Member Byrd to approve the signing of the Statewide Mutual Aid and Assistance Agreement,
Motion Unanimously Approved.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality:

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I

STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil

emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,

2.

I

identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

ARTICLE V

LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency

management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X

VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____ / ____ / ____

Chief Executive Officer - Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for (county/municipality) for the purpose of reimbursement sought for mutual aid

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer - Print Name

Statewide Mutual Aid and Assistance Agreement- 2016

Item 8: Staff Comments

- **Karla Weaver, Downtown Development/Main St. Director**
Ms. Weaver reported on the recent Regional Main Street Managers Meetings that was held in Ball Ground earlier this week. She stated Ball Ground hosted Main Street Managers from Region 1 & 2 totaling approximately 25 people. The meeting was held at the Corner District and was catered by Chef Rosario's Italian Kitchen. Attendees were treated to a tour of our Downtown District and were impressed with the improvements that have been made.

Ms. Weaver reported that the Trade Days Event held on May 8th was a huge success with a total of 45 vendors participating. This event brought a steady stream of visitors to our city through the day.

Ms. Weaver announced that the "Ball Ground Rocks" Summer Concert Series begins on Saturday, May 14 at 7:00 PM with local country artist Thomas Fountain performing. Also the Summer Movie Events begins on Saturday, May 28th with featured Disney Pixar Movie Inside Out showing.

- **Police Chief Bryon Reeves**
Chief Reeves presented a written report for period ended April 30th for Mayor and Council review.

Chief Reeves commented on the recent Touch A Truck Event. He stated it was a very positive event and well attended by young and old alike.

Chief Reeves also reported on a fraud case his department has been investigating. He stated an arrest has been made and was confident the case would be prosecuted in the State Court of Cherokee County.

Mayor Roberts thanked Chief Reeves and his department for the job they do and stated he had recently received several positive comments on the department.

- **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 April 30, 2016. The report showed cash on deposit totaled \$774,645.20.

Other items reported:

- The first set of preliminary tax digest number has been received. At this time it would appear that the tax digest will have increased 17% over last year. 5% is attributed to inflation and 12% from real growth. If the figures we are currently working with prove to be accurate it would appear the millage rate for 2016 would be 4.939 mills resulting in a revenue neutral tax rate.
- Valley Streetscapes project is moving forward while a document requesting a waiver to prevent moving a power pole at the intersection of Beck and Valley Streets that is 3 feet too close to the roadway.
- Construction of the new fire station is progressing. The floor slab has been poured and wall construction is beginning.
- A secondary line connecting our city water system to the Cherokee County Water and Sewage Authority (CCWSA) is complete. A request will be sent to CCWSA asking to switch our wholesale meter allocation from the meter at Groover Street to have 50% of (10,000 gallons per day) switched to the LAT meter.
- Groover Street storm water drainage at the railroad crossing has become a problem. Repairs to expand storm drainage at the crossing, and piping the deep ditch on the north side of the

road between the railroad and Church Street will be done within a few weeks. Once we have corrected this problem the railroad company will widen and improve the rail crossing.

- The Consumer Confidence Report has been mailed to each water customer as mandated by the State of Georgia.
- A joint agreement with the Environmental Protection Division for lab services has been signed. The cost of services for one year is \$5,000.00.
- Several downtown businesses agreed to tract sales when events are happening in downtown. They reported an increase in business ranging from 14% to 52%.
- The Doug Barrett property located on Mound Street was recently sold to Mr. Bill Kolbrener. The Executive Committee comprised of Mayor Roberts, Council Member Homiller and City Manager Wilmarth met with Mr. Kolbrener to discuss his plans for the property. A permit for demolition of the existing building has been issued.
- No further improvements have been made to the abandoned/unsafe building located at 275 Gilmer Ferry Road. At the April Court, Judge Markwell issued a consent order for the building to be in compliance with the ordinances of the City of Ball Ground within 90 days. In the event the property is not brought up to code the City shall be authorized to enter the premises owned by the Ms. Hippe and take all necessary and reasonable steps to cure the defects on the property. A lien will then be placed on the property for any expense the City may incur.
- A recent traffic study conducted by the City showed vehicle traffic lower than believed, but higher than the Georgia Department of Transportation traffic counts.
- According to a Georgia Power representative they have been given a notice to proceed to begin work for the power conversions necessary to supply power to the new Universal Alloy plan to be built on Howell Bridge Road East.

Item 9: Mayor Roberts Comments

Mayor Roberts reported on the tour of the new Northside-Cherokee Hospital that he, Council Members Byrd, Homiller and Prettyman along with City Clerk Karen Jordan took. Mayor Roberts stated the hospital would be a real asset to the people in Ball Ground and surrounding area. Mayor Roberts stated he very much appreciated Billy Hayes, CEO for allowing him and council members to tour the facility.

Mayor Roberts stated that at April's Council Meeting a request to allow a mobile unit to remain at 180 Howell Bridge Road was tabled. Since that time Mayor Roberts along with Council Member Homiller and City Manager Wilmarth met with Mr. Skip Spears, owner of the facility concerning the request. Mayor Roberts stated the Executive Committee comprised of Council Member Homiller, City Manager Wilmarth and himself agreed to the following stipulations:

- Allow the modular unit to remain at its present location for two years with an option of three years
- At the end of the two years Mr. Spears must ask for Council's approval for the third year.
- A permit fee of \$1,000.00 is also required

Mayor Roberts talked about the request from Mr. Brian Pool to locate a crematory in the Northgate Industrial Park. Mayor Roberts stated the request was pulled from the agenda because he felt a work session was needed to obtain additional information about regulations, etc. on the operation of a crematory. He asked council members if they would be available on Thursday, May 26 to schedule the meeting. Council Members agreed to schedule the meeting on that date and to notify Mr. Pool of the meeting.

Item 10: City Council Comments

Council Member Homiller expressed his excitement of a canoe launch to be constructed at the site of the SR 372 river bridge. Council Member Homiller talked about the beauty of the river and encouraged everyone if they had the opportunity to take a trip down the river.

Council Member O'Malley reported a one year agreement for the use of City Gym had been reached with Transform Your Game, an organization that trains kids for the sport of basketball. The team will use the gym three nights a week for practice and games.

Council Member Byrd echoed Council Member Homiller excitement for the construction of the canoe launch.

Mayor Roberts talked about the "Touch A Truck" event held last month in support of Georgia Cities Week. He stated it was a great event and well attended by the community.

Item 11: Public Comments

Mr. David Byers addressed mayor and council members concerning the loud music coming from the Wheeler House. He stated the area had always been a nice and peaceful environment. Mr. Byers stated that in the past there had been problems with loud music and when he spoke to Mr. Lusk, the owner he assured him he would address the problem. However lately the volume of the music has once again become loud disturbing him and surrounding neighbors stated Mr. Byers.

Mayor Roberts discussed with Mr. Byers the times he was being disturbed by the music. Mr. Byers responded it has sometimes gone on as late as 1:00 AM.

Mayor Roberts stated he would talk to Mr. Lusk himself about the complaint. He further stated the Wheeler House is a big draw for Ball Ground but the music/noise must be contained. We have an ordinance and it needs to be enforced.

Mr. Nolan Haynes also complained of the loud music coming from the Wheeler House. He stated the base noise rattles the windows in his basement.

Council Member Homiller stated he could also hear the music from his house.

Mayor Roberts thanked everyone for bringing this matter to the attention to the council, most importantly since Chief Reeves is present. Mayor Roberts stated we just need to be more active and aggressive. Chief Reeves encouraged residents to call 911 to file a complaint when the noise is too loud.

Mayor Roberts stated the Wheeler House is an important facility, but being in a residential area the impact has to be mitigated in a residential area.

Mr. Steve Collis who lives in the Cherokee Village Subdivision stated the noise/music could be heard at his residence, which is a short distance from the Wheeler House.

Mr. Collis spoke of several ongoing problems with neighbors disturbing him and his family.

Mayor Roberts told Mr. Collis he had brought up some important issues and that his concerns had not fallen on deaf ears. Mayor Roberts further stated to Mr. Collis that nothing should be tolerated that disturbs the peace of anybody living in a neighborhood.

Mr. Leonard Clayton a resident of Northridge Road addressed Mayor and Council Members on the issue of motorcycles and ATV's on property across from his house. Mr. Clayton stated that for the past three to four years that he and his wife have been putting up with motorcycles riding on property across from his house. He stated the noise has sometimes awakened him at three o'clock in the morning. Mr. Clayton stated that he has called the police on several occasions,

but stated he had not been satisfied with the response. Mr. Clayton encouraged council members to enact an ordinance that would eliminate the disturbance that some are experiencing.

Mayor Roberts stated that by bringing this issue to council's attention we can work through our process to see if we can monitor the situation better. Anything in the city limits that create a nuisance to anybody, we have a responsibility for enforcement. We hope in the future we have a full time 24hour department, but for now we have to rely on Cherokee County. Noise is noise and disturbing someone else we all need to be made aware of it and work toward a solution stated Mayor Roberts.

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 8:25 PM.

The minutes of the May 12, 2016 City Council Meeting approved this 9th Day of June, 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

