

**Council Meeting
Minutes
December 5th, 2022**

Present: Mayor Ellwanger, MPT Krieger, CP Williamson, CP Ellwanger, CP Bratton, Clerk Elisa Rowe, Attorney Joe Reitman
Citizens: Debbi Krisher, Denise Ellwanger, Debbie Clement, Jack Kinley, Denise Spitler, Susan Oliveto

- I. **CALL TO ORDER:** Mayor Ellwanger called the meeting to order at 7:05pm
- II. **INVOCATION:**
- III. **PLEDGE OF ALLEGIANCE:** Lead by Mayor Ellwanger
- IV. **APPROVAL OF MINUTES:**
November 7th Council Meeting: CP Ellwanger made a motion to approve the November 7th council meeting minutes.
Motion: CP Ellwanger
Second: MPT Krieger
Approved: 5-0-0
- V. **OLD BUSINESS:**
 - A. **Approve and sign a resolution, amending and approving the final operating budget for 2022.** CP Williamson made a motion to approve the final operating budget for 2022.
Motion: CP Williamson
Second: CP Ellwanger
Approved: 5-0-0
 - B. **Approve and sign resolution approving the 2023 budget: Advertisement ran in newspaper, and public hearing was held at the November 7th council meeting.** CP Ellwanger made a motion to approve the 2023 budget and stated that the advertisement ran in the newspaper and a public hearing was held at the November 7th meeting.
Motion: CP Ellwanger
Second: CP Bratton
Approved: 5-0-0
 - C. **Agreement between the Town of Newborn and NAHT:** CP Williamson stated that he has reviewed the agreement and had several questions and they are listed here (copied from email) **Item number 4 under "Responsibilities of Newborn"** Is the space on the Town web page meant to be just a link to the NAHT site? Or does this provision mean that we will make space on the Town website specific to the Schoolhouse? Or does it mean that the Town will make space on its website available to NAHT to promote its activities like bingo, the food drive, the Covington Century bike ride station (is that NAHT?), the butterfly garden, etc.? I am supportive of any and all of these things, but the provision is worded vaguely and probably should be made clearer.

Items number 2 and 5 under "Responsibilities of Newborn" "These items appear to be exact duplicates of each other. We only need one of them in the agreement. I suggest deleting one or the other and renumbering the remaining listed items appropriately.

Item number 1 under "Responsibilities of NAHT": This item seems to better fit under "Responsibilities of Newborn" as it is worded as a thing that Newborn is committing to do, rather than a thing that NAHT is committing to do. This item is also confusing to me in that it appears to grant NAHT the ability to perform maintenance work on the Schoolhouse grounds, but item 1 in "Responsibilities on Newborn" says the Town will provide for grounds care for the Schoolhouse. I am not necessarily objecting to NAHT being granted the ability perform upkeep on the Schoolhouse, but the agreement should be clearer as to what NAHT is able to do in this regard versus what the Town wants to reserve for itself.

Item number 2 under "Responsibilities of NAHT" Some federal and state grants will likely require the Town as a public entity to either make the grant application or be the recipient of it. Does there need to a corresponding item under "Responsibilities of Newborn" to commit the town to participating/supporting NAHT as necessary in the pursuit of these grants?

Item number 3 under "Responsibilities of NAHT" This item is listed as a thing that the Town and NAHT will jointly commit to even though it is listed as a responsibility of NAHT. I would suggest that the item be rephrased as something along the lines of -- "NAHT accepts the lead organizing responsibility for community oriented special events such as, but not limited to, The Hornyhead Festival". I would also suggest a companion line item be added under "Responsibilities of Newborn" that says something like this -- "Newborn agrees to support N AHT as necessary in the planning and execution of community-oriented events such as, but not necessarily limited to, The Hornyhead Festival."

Item number 5 under "Responsibilities of NAHT" I suggest the following change to the way the item is currently worded -- "NAHT shall inform Newborn in writing of any and all **immediate or imminent** repairs necessary, ~~or which may become necessary~~. Does this item refer specifically to the Schoolhouse? Or is it intended to refer to the Butterfly Garden and/or other properties to which NAHT may be granted use permission in the future as well? Again, I am fine with either, but it just needs to be clarified. Additionally, this item would seem to imply an expectation that the Town would then seek to make the necessary repairs. This underscores my earlier point about the need to clarify which entity is responsible for repairs, upkeep maintenance, improvements, etc. to the Schoolhouse (and/or other properties). Maybe there is division of labor that revolves around regular upkeep (i.e., mowing grass, etc.), minor repairs, major repairs, and capital improvements?

Item number 5 under "Responsibilities of NAHT" Given the legality of this statement, should the Town also require that NAHT carry some sort of insurance policy -- Directors and Officers Insurance, and/or Event Insurance, etc.?

General Comments/Questions re: the Last Three Paragraphs of the Agreement

Some of the items in these paragraphs seem to relate to some of the items in

"Responsibilities of..." sections. Should these paragraphs be converted into items in those "Responsibilities of..." sections? The word "Premises" is used in these paragraphs as though it has been specifically defined previously in the agreement. I did not see a definition for it. I think that in previous iterations of the agreement it could have been reasonably assumed that "Premises" referred to the Schoolhouse property. But now that NAHT has been permitted the ability improve the park next to City Hall with the installation of a Butterfly Garden, does this agreement need to be clearer about what "Premises" means?

Attorney Joe Reitman stated that he sees where the website can be addressed and also asked Clerk Elisa Rowe to call GIRMA (insurance through GMA) to find out if all is covered when the NAHT has events at the schoolhouse since the Town owns the building. Attorney Reitman asked if the Mayor and Council would like to extend signing the agreement until the January meeting. Mayor Ellwanger stated that NAHT has held events at the schoolhouse for a very long time, and he and the council feel confident to sign the agreement now. CP Ellwanger made a motion to approve the agreement between the Town of Newborn and NAHT (Newborn Area Heritage Trust).

Motion: CP Ellwanger

Second: CP Bratton

Approved: 5-0-0

VI. NEW BUSINESS:

A. Discuss 2017 SPLOST: – funds need to be used by June 30th, 2023: Mayor Ellwanger stated that the Town has over \$200,000 in SPLOST funds that need to be spent before June 2023, Clerk Elisa Rowe stated that the last payment the Town received was for October, and it was over \$15,000, and we have a total of 8 more payments due, so we should receive at least another \$100,000. Mayor Ellwanger stated that he would like to see a new Gator purchased for the Maintenance department as a second one is much needed, especially since we have hired another full-time employee. Mayor Ellwanger went on to say that he would like to see funding go toward the possible trail that has been in discussion and hopefully will come to fruition. Mayor Ellwanger added that he has been in talks with Mr. Eubanks to possibly purchase some property that would go towards the trail. MPT Krieger stated that he would like to purchase a new item for the park for the kids.

Attorney Joe Reitman stated that the court case for 123 Porter Street will move ahead and he is scheduled to be in court on December 8th. Joe added that the judge may call for a lien on the property as nothing has been done (as far as he can tell from the pictures) since the last appearance before the judge. If a lien is filed by the judge, the Town may want to use an outside company to clean up the property. Joe went on to say that his fees, Juan's fees (code enforcement) the cost of clean-up, etc. can all be applied to the lien.

Joe stated that he talked with Clerk Elisa Rowe today about APC Signs requesting to put a storage building on their property and he wanted to make the Mayor and Council aware if they saw any issues or problem with it. Joe had stated that the storage must be smaller than the actual business and the guidelines in the code must be observed. Mayor Ellwanger stated that APC Signs has been a very good business

for Newborn and he does not see any issue with them adding a building for storage.

VII. PUBLIC COMMENTS:

Debi Krisher: (NAHT President) Debi wanted to report tonight what NAHT has been doing over the past year and what they have accomplished. The Hornyhead Festival (in April) was very successful. They have held monthly bingo games, which have become very popular and Debi reported they now have regulars that come every month. NAHT has held monthly yard sales (during the spring/summer) and they are growing. Debi added that the group decided a few months ago to use the bingo money toward helping needy families with a meal for Thanksgiving and they had \$100 to go towards two families. They went shopping and bought a ham and everything they would need for a meal. At last months bingo a canned drive was held for the local food bank. Debi added that for next year, she will be meeting with Deputy Gregg (outreach officer) with Newton County and they are thinking of having programs at the schoolhouse, protection for women, etc. Debbi stated that Debbie and Cristine did the butterfly garden in the park (along with members of Debbie's Master Gardener class). Debi closed by saying that they are trying to recruit more members for NAHT so we can do more things and wanted to thank the Town for their support. Debi added that NAHT won the kids choice for the pumpkin that was dressed up as a Hornyhead fisherman.

Mayor Ellwanger thanked CP Ellwanger for her many years serving as a councilmember and for everything she has done. Mayor Ellwanger added that CP Ellwanger will continue working with GMA in regards to early voting and what can be done to help smaller towns with the issue. Mayor Ellwanger stated for next month he would like to recommend Denise Spitler to take over the position held by CP Ellwanger.

Citizen Susan Oliveto asked if the Mayor was just going to go ahead and appoint someone. Mayor Ellwanger stated that it was up to the council, but he would like to recommend Denise Spitler who has been very active with the Town. Susan stated that this appears to be a trend now, council members not fulfilling their term so that way you can just appoint someone. Mayor Ellwanger stated that CP Ellwanger is a 94-year-old that has put in many years of service and would like to step down. Clerk Elisa Rowe stated that the last council member that could not fulfill his term passed away. Mayor Ellwanger stated to Susan that we have gone through this before and you can look at the Town charter, the Mayor & Council are allowed to appoint someone when a council member steps down, or is deceased. Susan stated ok, and she knows that there are elections coming up next year. Clerk Elisa Rowe stated that is when we will have to worry about the early voting and Mayor Ellwanger stated we will work on that.

VIII. ADJOURNMENT: Mayor Ellwanger adjourned the meeting at 7:45pm

Motion: CP Ellwanger

Second: CP Bratton

Approved: 5-0-0