

REGULAR MEETING
August 10, 2020

The Mayor and City Council of the City of Washington, Georgia, held their regular monthly meeting on Monday, August 10, 2020, Third Shiloh Missionary Center at 6:00 P.M. Mayor William deGolian presided.

Present were Mayor deGolian and council members Armour, Cullars, Denard, Hill, Mahoney and Wagner. Also present were City Administrator deBin, Assistant Administrator Dill, City Clerk Evans and City Attorney Fleming.

Visitors present Vivian Walker, Timothy Parks, Vonte Cobb, Henry Crew, Roxeann Cobb, Nadiyah Williams, Omya Davis, Kenya Robinson, Anaijah Robinson, Kendra Dill, Darren Altman, Sharon Myers, Cynthia Altman, Danny Agan, Susan Heard, Anthony Spear, Jan Anderson, Barbara Fulbright, Frank Fulbright, Sparky Newsome, Rodney Welborn, Debra Denard, Austin Denard, Brittany Buttrey, Cayce Buttrey, Angela Booker, Andy Anderson, Marian Kitchen, Gail Heard, Carrie Gresham, Newton Gunter, Lakisha Harris, Ray Owens, Tonya Binns, Albert Moore, Sarah McDonalds, Cassandra Rambo, Les Sales, Caitlin Quinn, Thomas McNair, Michael Horgan, M.V. Booker, Evan Moore, Jr., Judy Anderson, Jackie Davis, Gregory Bradley, Jerry McDonald, Rachel McDonald, Jerry McDonald, Jr., Sarah McDonald, Jessica Hicks, Angel Hicks, Bob Ogter, Greg Fanning, Hilda Wright, Jasmine Cleveland, Bal Thomas, Kanisha McAvoy, Virginia Bagley, Jean Ballow, and Bonnie Marr.

Call to order by Mayor deGolian at 6:00 P.M.

Reverend Reginald Hunter gave the Invocation.

Alvin Jones led the Pledge of Allegiance.

MINUTES APPROVED: Council Member Armour motioned to approve the minutes of Regular Council Meeting, June 8, 2020 and Council Member Cullars second the motion. The vote was six in favor. Minutes Approved 6-0.

AGENDA APPROVED: Mayor deGolian added topics: (1) Hice Headliners – Mrs. Ruth Rogers recognition (2) Recognize city workers for School Street clean-up and the water main repair. On motion by Council Member Hill, and second by Council Member Denard. Approved Unanimous 6-0.

COMMUNITY PARTNERS SPOTLIGHT:

4E Youth Program (Educate, Empower, Expose, and Encourage) – Founder Roxeann Cobb summarized the and the members introduced themselves.

Omnitrax Railroad – Paul Evans (absent) - City of Washington acknowledge and thanked Omnitrax for the clean-up (moving of the rail cars) along Whitehall Street.

Census – Henry Crew – WCCP Board Member – the importance of responding to census and being counted.

Brief history of the Historical School Street Cemetery presented by Debra Denard.

MAYORS TOPICS:

Downtown Wi-Fi: live and ready by the middle of August per Mainstreet.

Progress being made at the Gordon Street Property.

Mayor acknowledged Mrs. Ruth Rogers for receiving the Hice Headliner Award from Congressman Jody Hice.

Recognized the city workers for the School Street Cemetery clean-up and the pulling together to repair the water main break.

Continue to practice safety for Covid-19.

There is a community billboard – DDA received donation from Dr. Phillips.

COUNCIL TOPICS:

Council Member Cullars brought to the council – consideration of the removal of the Confederate Statue from the downtown square. Currently no decision. Research then discuss – who owns the statue.

CITY ADMINISTRATOR TOPICS

2019 Budget Audit – Presentation by Samuel Latimer of Rushton and Company.

CARES Act Resolution passed and adopted – resolution for Coronavirus Relief Fund (CRF) on motion by Council Member Armour and second by Council Member Hill. Approved 6-0.

RESOLUTION -A RESOLUTION OF THE CITY OF WASHINGTON, GEORGIA (CITY) TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measured approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City shall utilize in order to receive allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia require formal, official action of the City governing authority so that the CRF funding may be disbursed to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WASHINGTON, GEORGIA:

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Washington, Georgia, or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this 10th day of August 2020

EDA Grant Application (Water Treatment Plant Improvement) presentation by Marty of Carter and Sloope Consulting Engineers.

Financial Update – Budget cuts implemented in May are stabilizing.

Curbside Garbage Service – Visited Elberton, have 2200 customers – 1 truck with 2 helpers – complete pick-up in 3 days. Firm proposal – start January 2021.

CBDG/CHIP Projects – identifying projects on Whitehall Street and Gordon Street.

Reese Booker Center Lease agreement drafted by Attorney Flemings for 4E Youth Organization & Amethyst Wynn. Motion of approval of lease after changes to page 1 and page 8 by Council Member Cullars, second by Council Member Hill.

Reese Booker Lease - This Lease, made this day of July, 2020, by and between THE CITY OF WASHINGTON, GEORGIA, first party (hereinafter called "Landlord"), and FOUR "E" YOUTH ORGANIZATION, INC., second party (hereinafter called "Tenant") WITNESSETH:

PREMISES: Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by Tenant, has leased and rented, and by these present leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the main activity building

commonly known as the Reese Booker Center and located on property located at 103 Reese Booker Street, Washington, Georgia 30673 (hereinafter called "the Premises"). Landlord and Tenant agree that under the terms of this lease, only the building is being leased to Tenant. The remainder of the property located at 103 Reese Booker Street, Washington, Georgia 30673, including but not limited to the pool and athletic fields/courts, is controlled by Landlord and not subject to this lease agreement. TERM:

Tenant shall have and hold the Premises for a one year term beginning on July 1, 2020, and ending on June 30, 2021, at midnight, unless sooner terminated as hereinafter provided. At any time, including during the initial term of this lease, either party may terminate this lease agreement by providing 30 days' written notice to the other party. In the event Tenant remains in possession after expiration of the initial one-year term, the lease agreement shall convert to a month to month term. RENTAL: Tenant agrees to pay to Landlord, by payments to Landlord, an annual rental in the amount of \$1.00 which shall be paid, without offset or deduction, promptly on the date this lease agreement is executed, and annually thereafter on the anniversary of the original execution date. "AS IS" CONDITION; Except as otherwise provide in this agreement or any addendums thereto, Tenant accepts the premises in "as is" condition. Premises will be turned over in clean condition. USE OF PREMISES: Premises shall be used for operation of a facility providing community activities targeting area youth, including but not limited to recreational activities, educational opportunities, gardening, physical fitness, sewing, etiquette and field trips. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on premises. Tenant agrees the Premises will be operated in conformance with all applicable local, state and federal laws. ABANDONMENT OF THE PREMISES: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof. REPAIRS BY TENANT: Tenant accepts the Premises in their present condition and such suited for the uses intended by Tenant. Tenant, shall throughout the initial term of this Lease and any extension or renewal thereof, at its expense, maintain the premises in good order and repair, and other improvements located thereon. Tenant agrees to return the Premises to Landlord at the expiration or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lighting, earthquake or other casualty alone excepted. MAINTENANCE OF PREMISES. During the lease term, Tenant is required to maintain the Premises. Tenant agrees to pay all utilities and housekeeping expenses related to the Premises. Landlord will maintain the landscaping and other facilities surrounding the Premises and located on Landlord's property. ALTERATIONS & IMPROVEMENTS: Tenant is not authorized to make or construct any alterations or improvements to the Premises without prior written consent of Landlord. Any alterations and improvements shall become part of the Premises and remain on the Premises at the expiration or earlier termination of this Lease. DESTRUCTION OF OR DAMAGE TO PREMISES: If the leased property is materially damaged or rendered materially untenable by fire or other casualty so that the repairs would take in excess of 120 days for completion, Tenant shall have the option to terminate the lease immediately. Rent shall not abate during any repair period. The Landlord shall not be required to make any repairs following a substantial casualty. INDEMNITY AND INSURANCE: Tenant agrees to, and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including reasonable attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during all terms of this Lease, and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect

comprehensive general liability insurance with limits of \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of \$500,000; such insurance policy shall name Landlord as an additional insured. Prior to the commencement of the term of this Lease and on each annual anniversary of the lease term or upon Landlord's request, Tenant shall furnish Landlord with a certificate of such insurance which shall show Landlord as an additional insured. Such certificate shall provide that Landlord will be given ten (10) days written notice prior to cancellation or expiration of the insurance evidence thereby. **Tenant shall carry personal property insurance for all of Tenant's personal property at its replacement value. Such policy shall waive subrogation against Landlord.** CONDEMNATION: If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided. ASSIGNMENT AND SUBLETTING: Tenant may not sublease the premises or assign its rights in this lease. However, nothing in this provision shall prevent Tenant from allowing third parties to rent facilities on a daily basis for certain park events (i.e. birthday parties, civic group meetings, family reunions). In no event shall such rental extend longer than five days without Landlord's written consent. Alcohol is prohibited on the Premises either by Tenant or anyone renting the Premises from Tenant pursuant to this provision. SCHEDULED EVENTS: Landlord and Tenant acknowledge two events scheduled to occur at the Premises during the 2020 calendar year that were scheduled prior to the execution of this lease agreement. Those events are a summer camp held by Wilkes County Community Partnership (hereinafter "WCCP") and two cookout events held by Reverend Patricia Wilder. Tenant agrees to allow WCCP and Reverend Wilder to use the Premises for these preexisting events according to the terms outlined below as well as any additional terms of use agreed to by Landlord and WCCP and Reverend Wilder. Landlord and Tenant agree to allow WCCP exclusive use of the Premises, including but not limited to the Reese Booker Center and adjacent park for use in its summer camp, for a period of approximately 4 weeks. WCCP will reimburse Tenant for its use of utilities on the Premises during this period, and the amount to be reimbursed will be calculated by actual meter readings taken immediately prior and after the summer camp. Tenant agrees to allow Reverend Wilder to use the Premises for two event dates for her preexisting semi-annual cookout. REMOVAL OF FIXTURES: Tenant may (if not in default hereunder), prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which have been placed by Tenant in the Premises during the term of the lease, provided Tenant repairs all damage to the Premises caused by such removal. EVENTS OF DEFAULT: The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant" (1) Tenant fails to pay the rental or other charges as provided for herein; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law,

whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit or creditors; (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord or Tenant to obtain satisfaction thereof. REMEDIES UPON DEFAULT: Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without a notice (except as specifically provided hereafter) and without prejudice to any other remedy herein provided or proved by law; Termination. Landlord may, at its election, declare this lease to be terminated, ended and null and void, and re-enter upon and take possession of the premises whereupon all right, title and interest of tenant in the premises shall end. In the event Landlord elects to terminate this lease as aforesaid, Tenant shall remain liable to Landlord for all damages incurred by reason of Tenant's breach, including the cost of recovering the premises and reasonable attorney's fees, and including the worth at the time of termination of the difference between the rent under the lease and that for which the premises were relet, if any, for the remainder of the lease term. The pursuit of any legal remedies available to Landlord upon default will not constitute a forfeiture or waiver of any rent due Landlord under this lease. Suit for Rent. Landlord shall be entitled, at its election, to sue for and receive each increment of rent and other charges and assessments due hereunder as and when the same shall become due. Reletting. Landlord may, at its election, terminate tenant's right to possession under the lease and re-enter and retake possession of the premises and relet or attempt to relet the premises on behalf of Tenant at such rent and under such terms and conditions as Landlord may deem best under the circumstances. Landlord shall not be deemed to have thereby accepted a surrender of the premises, and Tenant shall remain liable for all rent and other sums due under this lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of the lease. Abandonment. Upon Tenant's abandonment of the premises, Landlord may, at its election: (1) accelerate the rent according to paragraph 16(E) hereunder and sue Tenant at once for such accelerated amount, or (2) refuse to accept the abandonment and treat the lease as remaining in full force and effect in which event Landlord may (i) permit the premises to remain vacant while collecting the agreed upon rent from Tenant or (ii) relet the premises to a third party by holding the Tenant liable for any deficiency. Acceleration of Rent. Landlord, at Landlord's sole election, may demand and declare due, and Tenant hereby promises to pay, as a reasonable calculation of damages for Tenant's default to Landlord and not as a penalty, a sum, without offset, credit or deduction, equal to the present value of all rent and other charges and assessments due and to become due for 1 year from the date of default. The parties agree that Landlord's damages in case of Tenant's breach is difficult to accurately estimate, that Landlord's remedy hereunder is intended to provide for Landlord's damages upon breach and not a penalty, and that the foregoing is a reasonable pre-estimate of Landlord's damages. Disposition. Landlord, regardless of the availability of any other remedy to Landlord and irrespective of whether Landlord shall have terminated this lease, may enter upon and repossess the demised premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove tenant and all other persons and any and all property therefrom. Landlord shall not be liable to Tenant or to any person or entity claiming by, through or under Tenant for or by reason of any such entry, repossession or removal, and Tenant hereby waives its rights to any legal proceedings in connection with such reentry. EXTERIOR SIGNS: Signage to conform to all governmental codes. EFFECT OF TERMINATION OF LEASE: No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. MORTGAGEE'S RIGHTS: Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall,

if requested by Landlord, execute a separate agreement reflecting such subordination. NO ESTATE IN LAND: This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent. HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's written consent, then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly installment payable under Paragraph 3 hereof shall for each month or fraction thereof during which Tenant so remains in possession, be twice the rental otherwise payable under Paragraph 3 hereof. ATTORNEY'S FEES: In the event that any action or proceeding is brought to enforce any term, covenant or condition of this lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover attorney's fees in the amount of fifteen percent (15%) of any damages due from the non-prevailing party. RIGHTS CUMULATIVE: All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law. SERVICE OF NOTICE: Any and all notices or communications required or permitted to be given hereunder shall be in writing and shall be deemed duly given as of the date the same are delivered personally or by courier, or (a) if sent by telecopy, upon receipt of electronic communication thereof or, if not a business day, then the first business day following receipt of electronic confirmation thereof; (b) if sent by recognized overnight delivery service, when deposited with the overnight delivery service, delivery charges prepaid or billed to sender, for next business day delivery; or (c) if mailed, when deposited with the U.S. Mail, postage prepaid, certified with return receipt requested, to the following addresses:

Landlord: City of Washington, Georgia
102 E. Liberty Street
Washington, GA 30673
Attn: Jerry deBin, City Administrator

Tenant: Four "E" Youth Organization, Inc. c/o
Roxeann Cobb - CEO
115 Graham Street
Washington, GA 30673

WAIVER OF RIGHTS: No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. TOXIC MATERIALS: The Tenant shall not use, store or dispose of, or permit the use, storage or disposal of, upon the demised premises, any hazardous, toxic or flammable materials, contaminants, oil, radio active or other material, the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit except in compliance with such laws and regulations and with the written consent of the Landlord. If any such materials are brought onto the demised premises, the Tenant, at Tenant's sole expense shall cause the immediate removal thereof. The Tenant further holds the Landlord

harmless and shall indemnify Landlord for all damages sustained by Landlord resulting from the Tenant's use of the property and any hazardous or toxic materials introduced onto the demised premises by the Tenant. DEFINITIONS: "Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subleases, as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual as may fit the particular parties. APPLICABLE LAW: This agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia. Any action, suit or proceeding relating to, arising out of, or in connection with this agreement may be brought by any party hereto against any other party hereto in the superior court in Wilkes County, Georgia. All parties hereby waive any objection to jurisdiction or venue in any such proceeding before said courts. SEVERABILITY If any provision or portion of a provision of this Lease is deemed unenforceable, the remainder of the Lease shall remain in full force and effect. LIMITATION OF LIABILITY AGAINST LANDLORD: **THE PARTIES AGREE THAT ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION WHICH TENANT MAY AT ANY TIME HAVE AGAINST LANDLORD BECAUSE OF LANDLORD'S FAILURE TO COMPLY WITH ANY PROVISION HEREOF, SHALL BE ENFORCEABLE SOLELY AGAINST LANDLORD'S INTEREST IN THE PREMISES AND NO OTHER PROPERTY OF LANDLORD SHALL BE SUBJECT TO ANY SUCH CLAIM, DEMAND OR CAUSE OF ACTION.**

On motion by Council Member Cullars and second by Armour changes made to Shipping Container Ordinance – no containers in residential areas, specifically stated amendment, Sec 90-2. Definitions and Sec. 90-7.-Storage and parking of recreation vehicles, trailers, and shipping containers. Approved by all, 6-0.

Sec. 90-2. - Definitions. The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Mobile office means a prefabricated structure designed to be transported on its own wheels, a flatbed, a trailer, or detachable wheels from the place of manufacture or sale and used or intended to be used or occupied for the transaction of business or the rendering of professional services.

Municipal building official means the office or person duly appointed or authorized by the mayor and council to inspect buildings and structures in accordance with this chapter or any other ordinance or municipal regulation . In addition, the building official shall also serve as the zoning administrator.

Nonconforming use means any building, structure, or use of land which does not comply with or conform to the regulations of the zoning district in which it is located but which complied with applicable regulations at the time the building, structure or use of land was established.

Planning commission means the city planning commission as established under the General Planning Enabling Act of 1957 (now repealed) and any subsequent revisions thereto.

Principal building means a building in which is conducted the principal use of the lot or tract of land on which such building is located.

Principal use means the specific, primary purpose for which land or a building is used.

Radial lot means an irregular (pie-shaped) lot fronting on a curved street, and which is formed by its side lot lines being established along the course of a radius from the axis of the street curve.

Setback line means a line that runs parallel to a corresponding lot line and establishes the minimum distance within the lot at which a building must be placed from the property line.

Shipping Container means any metal or primarily metal container designed and constructed to ship, store, or handle bulk goods or items, or which appears substantially similar to such containers in appearance. Such containers include reusable steel boxes, freight containers, and bulk shipping containers; originally, a standardized reusable vessel that was designed for and used in the parking, shipping, movement, transportation, or storage of freight, articles of goods, or commodities; generally capable of being mounted or moved on a rail car, truck/trailer or load on a ship.

Sec. 90-7. -Storage and parking of recreation vehicles, trailers, other vehicles, and *shipping containers*. Commercial vehicles and trailers of all types, including travel, boat, camping and hauling, shall not be parked or stored on any lot or parcel in any residential zoning district except in accordance with the following requirements: No commercial vehicle used for hauling explosives, gasoline or liquefied petroleum products is permitted in any residential district. Recreational vehicles, hauling trailers, or boat trailers are permitted if parked or stored behind the front yard building line in residential districts. Recreational vehicles, campers, and travel trailers shall not be occupied either temporarily or permanently while parked or stored in any zoning district except as otherwise authorized under this chapter. No automobile, recreation vehicle, trailer, or other vehicle for sale shall be parked in the right-of-way. *(SJ Shipping containers, box trucks, semi-trailers, and similar vehicles shall not be placed in residential areas for use as accessory structures. Any such container in place at the time of the adoption of this ordinance [August 10, 2020] will be grandfathered in, but once removed, may not be replaced at any future time.*

Event Request – First Baptist Church Brother Abiding Concert on the Downtown Square, October 3rd. Start time of event, 6:00 P.M. to 8:00 P.M. On motion to approve request by Council Member Cullars, second by Denard. Approval unanimous, 6-0.

PUBLIC FORUM TO ADDRESS COUNCIL:

Topic of Animal Shelter Budget Cuts: Darren Altman, Sharon Myers, Kathy Agan, Susan Heard, Danny Agan, Miriam Kitchens, Mte Moore, Cassandra Rambo, and Thomas McNair.

Kimberly Rainey Topics: Outcome of Matt Denard, Boys & Girls Club Budget Cuts/Grants.

Alvin Jones Topic: Boys & Girls Club Budget Cuts.

ADJOURNMENT: On motion by Council Member Mahoney, second by Council Member Armour; City Council Meeting adjourned at 9:03 PM.

_____ MAYOR

_____ CLERK