City Council Meeting
10 N. Public Square
July 21, 2016
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Hodge

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Louis Tonsmeire, Sr., Council Member Ward Three; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and Keith Lovell, Assistant City Attorney. Jayce Stepp, Council Member Ward Two and Lindsey McDaniel Council Member Ward Four were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. July 7, 2016

A motion to approve the July 7, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

B. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. File Z16-02: Rezoning application by William Wright for property located at 118 Old Mill Road (approximately 65 acres) from R-20 (Single Family Residential) to L-I (Light Industrial with conditions).

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this property is located at 118 Old Mill Road. The applicant seeks to rezone a 63.5 acre portion of this property from R-20 (single family residential) to L-I (light industrial) with conditions "to allow uses consistent with the neighboring and nearby properties". Because the application noted that they are seeking up to a million square feet, the request met the threshold for requiring it to proceed through the States Development Regional Impact (DRI) review process. The Northwest Georgia Regional Commission (NWGRC) did return a favorable recommendation noting that the proposed project is consistent with local and regional plans. Mr. Mannino stated that the Planning Commission recommended denial of application.

Mayor Santini opened the floor for a public hearing. David Flynt, Harris Robinson, and Cole Law all came forward to speak for the rezoning. Robert Carroll, Herb Upton, and David Hayes came forward to speak against the rezoning. With no further comments Mayor Santini closed the public hearing.

NO ACTION REQUIRED

C. First Reading of Ordinances

1. Amendment to Alcohol Ordinance Pertaining to Supermarkets

Keith Lovell, Assistant City Attorney stated that this is an amendment to the Alcohol Ordinance as it pertains to Supermarkets over 100,000 square feet. The Alcohol Control Board has recommended approval.

Mayor Santini opened the floor for a public hearing. Kevin Leff came forward to speak for the ordinance change. With no further comments Mayor Santini closed the public hearing.

NO ACTION REQUIRED

D. Other

1. Annual Assessment for Membership in the Northwest Georgia Regional Commission

Sam Grove, City Manager stated that this is the request for the annual dues for membership and participation in the Northwest Georgia Regional Commission in the amount of $20,319.00. This is for the fiscal year July 1, 2016 through June 30, 2017.

A motion to approve the annual membership dues was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

E. Contracts/Agreements

1. Center Road Sewer Replacement

Bob Jones, Water and Sewer Superintendent stated that this agreement is for engineering services for Phase II of the Center Road Sewer Replacement Project. Sweitzer Engineering has agreed to provide design, permitting and bidding services on the project for a fee not to exceed $39,000. Mr. Jones recommended approval.

A motion to approve as presented was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

2. Annual EPD Drinking Water Lab Contract

Bob Jones, Water and Sewer Superintendent stated that this invoice is for water quality testing performed by the Department of Natural Resources – Drinking Water Program. The State laboratory has performed this testing for the City annually for several years. Mr. Jones stated that the annual fee is the same as last year at $9,200 and is cheaper than contracting the same analyses with a private lab and has the added benefit of being 100% compliant for regulatory purposes. Mr. Jones recommended approval.

A motion to approve annual contract was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. General Release and Indemnity Agreement

Dan Porta, Assistant City Manager stated that the Jordan family, located at 115 Woodland Drive, has discussed with city staff an issue they have experienced with stormwater flowing over and through their property. After meeting with them and discussing an agreement regarding this matter, an indemnity agreement prepared by the City Attorney was agreed upon in the amount of $3,000 which would release the city from further claims. The Jordan Family stated that they were not comfortable with this agreement and had the attorney draw up another agreement omitting the part about future claims. Mr. Porta recommended approval of the original agreement.

A motion to approve the original agreement which would release the city from any future claims regarding this matter was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

4. Annual Software Support and Maintenance Agreement for 2016

Jason DiPrima, Assistant Police Chief requested approval of the USA Software support agreement in the amount of $28,876.30. USA Software is the records management system used to maintain all records of the police department. Chief DiPrima stated that this will be the last year for this system since they will be switching to New World Software in the coming year. Chief DiPrima recommended approval.

A motion to approve the software maintenance agreement was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

5. Emerson Intergovernmental Agreement

Wade Wilson, City Engineer stated that this is an intergovernmental agreement with the City of Emerson which allows the City of Cartersville to do their MS4 required street sweeping for them annually. They are required to sweep 24 miles of streets annually which will take one day per year and the City of Emerson will reimburse the City of Cartersville for the cost. Mr. Wilson recommended approval.

A motion to approve the intergovernmental agreement with the City of Emerson was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

F. Grant Application;/Acceptance

1. GDOT 2017 LMIG

Wade Wilson, City Engineer stated that this is the application for the GDOT FY 2017 Local Maintenance Improvement Grant (LMIG) in the amount of $233,233.34. The grant has been increased 30% over past years due to the passage of HB 170 last year. We are required to provide a 30% match which is budgeted. As part of the grant we are required to designate what we will use the money for and staff has recommended resurfacing nine (9) city streets for a total of 4.34 miles. The streets are as follows:

Old Mill Road - (South of Douthit Ferry Road)	Brookwood Drive
Summit Ridge Drive	Oak Hill Circle
Morningside Drive	Camillia Lane
Rowland Springs Road	Dogwood Drive

Mr. Wilson stated according to his records the majority of these streets were last resurfaced between 1987 and 1996 and he recommended approval.

A motion to approve GDOT 2017 LMIG Application was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

G. Bid Award/Purchases

1. Property & Casualty Insurance Renewal

Dan Porta, Assistant City Manager stated that at the June 16 City Council Meeting he brought forward the property and casualty insurance renewal which initially came in at $403,205. At that time staff was working with the insurance agent and broker on updating city buildings contents and values, plus having to add a special flood insurance coverage for the Public Safety Headquarters building, the total premium is $433,360. Mr. Porta recommended approval.

A motion to approve the Property & Casualty Insurance Renewal was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. Canon Copier

Randy Mannino, Planning and Development Director stated that he had received a price for a new Canon Copier for his department. The current copier is eleven (11) years old with over 650,000 copies and is in constant need of repair. To be consistent with the other equipment within the city this will be the same machine recently purchased by the Gas and Water Departments. Mr. Mannino recommended approval.

A motion to approve the Canon Copier Purchase was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

H. Resolutions

1. Requesting Creation of a Festival Zone

Lillie Reed, DDA Director stated that the DDA is continuing to house music events into the month of August and would like to request the creation of a festival zone for these events. Ms. Reed recommended approval.

A motion to approve the creation of a Festival Zone was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Resolution No. 15-16

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

Music Event — **August 19 & 27**
September 3 & 17
October 8 & 22
November 5 & 12
December 3 & 10

WHEREAS, the DDA Board recommends that for the MUSIC EVENT Friendship Plaza be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board and staff will, in conjunction with event staff and volunteers, keep those with alcoholic beverages inside the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Downtown Cartersville MUSIC EVENT, as planned and implemented by the DDA, and approval by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 22nd day of July 2016.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. 98 Lease Pool Program Trustee Change and Amendment to Equipment List Resolutions

Tom Rhinehart, Finance Director stated that this is two resolution amendments that need to be approved by council. Both of the resolution amendments involve the 98 Lease Pool Loan Program with GMA that the city is currently a member.

The first resolution amendment is a change in the trustee. Since June 1, 1998, the current trustee has been the Bank of New York Mellon Trust Company. GMA has appointed a new trustee, Regions Bank, to administer the lease pool loan program. This resolution amendment specifies the change of trustee and appoints Regions Bank as the new trustee for the program.

The second resolution amendment also involves the 98 Lease Pool Loan Program with GMA. This change is to amend Exhibit F of the Original Lease to increase the percentage amount of software that may be acquired and leased pursuant to the Original Lease. Currently the lease agreement stipulates that 10% of software purchase price may be loaned by GMA and the amendment is to allow up to 50% of the purchase price.

Mr. Rhinehart stated that the City Attorney had reviewed the documents and found no changes needed and recommended approval of both resolutions.

A motion to approve Resolutions No. 13-16 and 14-16 was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Resolution No. 13-16_

A RESOLUTION OF THE MAYOR AND COUNCIL OF CARTERSVILLE, GEORGIA TO AUTHORIZE THE EXECUTION OF A FIRST AMENDMENT TO 1998A MASTER LEASE AND OPTION AGREEMENT

WHEREAS, Cartersville, Georgia (the "City") is a legally created, valid and existing municipal corporation of the State of Georgia, created and existing under the Constitution and laws of the State of Georgia; and

WHEREAS, the City is a participant in the (GMA) 1998 Georgia Local Government Equipment Loan Program (the "Loan Program"); and

WHEREAS, in connection with the Loan Program, the City entered into a 1998A Master Lease and Option Agreement Georgia, dated as of June 1, 1998 (the "Lease"), between the City and Georgia Municipal Association ("GMA"), under the terms of which GMA leases to the City various items of Equipment (as defined in the Original Lease) of the types described in Exhibit F of the Original Lease and the City agrees to make certain rental payments to GMA; and

WHEREAS, it is proposed that the City enter into a First Amendment to 1998A Master Lease and Option Agreement (the "First Amendment"), between GMA and the City, the form of which is attached hereto as Exhibit A, to amend Exhibit F of the Original Lease to increase the percentage amount of software that may be acquired and leased pursuant to the Original Lease.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Cartersville, Georgia, as follows:

Section 1. The execution, delivery and performance of the First Amendment are hereby authorized. The Mayor of the City (the "Mayor") is hereby authorized to execute and deliver the First Amendment on behalf of the City, which First Amendment shall be in substantially the form attached hereto as Exhibit A with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the First Amendment by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 2. From and after the execution and delivery of the First Amendment herein authorized, the Mayor and such other proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry

out and comply with the provisions of the First Amendment herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the execution, delivery and performance of the First Amendment herein authorized. Without limiting the foregoing, if the Mayor is not available to execute the First Amendment herein authorized, the Mayor Pro Tem shall execute such document on the Mayor's behalf.

Section 3. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the execution, delivery and performance of the First Amendment shall be, and the same hereby are, in all respects, approved and confirmed.

Section 4. No stipulation, obligation or agreement herein contained or contained in the First Amendment shall be deemed to be a stipulation, obligation or agreement of the Mayor or the Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the First Amendment or be subject to personal liability or accountability by reason of the issuance thereof.

Section 5. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

ADOPTED this the 21st day of July 2016.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

EXHIBIT A

FIRST AMENDMENT TO 1998A MASTER LEASE AND OPTION AGREEMENT

FIRST AMENDMENT TO 1998A MASTER LEASE AND OPTION AGREEMENT

This FIRST AMENDMENT TO 1998A MASTER LEASE AND OPTION AGREEMENT (this "First Amendment") is entered into as of the 1st day of ________________, 2016, between the GEORGIA MUNICIPAL ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia (the "Lessor"), and Cartersville, Georgia, a municipal corporation of the State of Georgia (the "Lessee").

WHEREAS, the Lessor and the Lessee have previously entered into a 1998A Master Lease and Option Agreement, dated as of June 1, 1998 (the "Original Lease"), pursuant to which the Lessor leases to the Lessee various items of Equipment (as defined in the Original Lease) of the types described in Exhibit F of the Original Lease and the Lessee agrees to make certain rental payments to the Lessor; and

WHEREAS, the Lessor and the Lessee propose to enter into this First Amendment to amend Exhibit F of the Original Lease to increase the percentage amount of software that may be acquired and leased pursuant to the Original Lease; and

WHEREAS, Section 15.04 of the Original Lease provides that the Lessor and the Lessee may amend or supplement Exhibit F of the Original Lease from time to time with the Insurer's (as defined in the Original Lease) written consent, but without the consent of Lessor's assignee.

NOW THEREFORE, in consideration of the premises and the undertakings set forth in this First Amendment, the parties hereto agree as follows:

1.

Exhibit F of the Original Lease is hereby amended by deleting row "e" in its entirety and replacing it with the following:

"e -1. Telecommunications systems, 911 systems, voice or voice-data systems, computer systems and weather warning systems and devices (including (i) operating software and (ii) applications of software acquired in connection with the upgrading or installation which does not represent more than 10% of the total cost of such upgrading or installation) when such equipment constitutes a system-wide or department-wide upgrading or new installation, and when a feasibility study supports the installation of such system.

"e-2. Telecommunications systems, 911 systems, voice or voice-data systems, computer systems and weather warning systems and devices (including (i) operating software and (ii) applications of software acquired in connection with the upgrading or installation which does not represent more than 50% of the total cost of such upgrading or installation) when such equipment constitutes a system-wide or department-wide upgrading or new installation, and when a feasibility study supports the installation of such system.

2.

Except as herein specifically modified and amended, all of the terms, conditions and provisions of the Original Lease shall remain unchanged and in full force and effect.

3.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this First Amendment, which said provisions shall remain in full force and effect.

4.

This First Amendment may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

5.

This First Amendment shall be construed and enforced in accordance with the laws of the State of Georgia.

LESSEE:
CARTERSVILLE, GEORGIA

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

(SEAL)
Attest:

/s/ Connie Keeling
Connie Keeling
City Clerk

[First Amendment to 1998A Master Lease and Option Agreement]

Resolution No. 14-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF CARTERSVILLE, GEORGIA TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SUBSTITUTION OF ESCROW AGENT AND TO AUTHORIZE THE CONSENT TO AN ASSIGNMENT OF

MASTER REPURCHASE AGREEMENT AND AN ASSIGNMENT OF REIMBURSEMENT AND INDEMNITY AGREEMENT

WHEREAS, Cartersville, Georgia (the "City") is a legally created, valid and existing municipal corporation of the State of Georgia, created and existing under the Constitution and laws of the State of Georgia; and

WHEREAS, the City is a participant in the (GMA) 1998 Georgia Local Government Equipment Loan Program (the "Loan Program"); and

WHEREAS, in connection with the Loan Program, the City entered into (a) an Escrow Agreement, dated as of June 1, 1998, among GMA, The Bank of New York Mellon Trust Company ("BNY Mellon") and the City (the "Escrow Agreement") and (b) a Master Repurchase Agreement, dated as of July 21, 1998, by and among BNY Mellon, as buyer, the City and Societe Generale, New York Branch, as seller (the "Master Repurchase Agreement"); and

WHEREAS, in connection with the Loan Program, GMA entered into a Reimbursement and Indemnity Agreement, dated as of June 1, 1998, by and among GMA, BNY Mellon and National Public Finance Guarantee Corporation (formerly, MBIA Insurance Corporation) ("NPFGC") (the "Reimbursement and Indemnity Agreement"); and

WHEREAS, it is proposed that BNY Mellon be removed from the Loan Program, and all agreements in connection therewith, including, but not limited to, the Escrow Agreement, the Master Repurchase Agreement and the Reimbursement and Indemnity Agreement, and that Regions Bank be appointed in its place; and

WHEREAS, to effect such substitution, the City proposes to authorize the execution and delivery of a Substitution of Escrow Agent, by GMA and the City, as consented to by NPFGC (the "Substitution of Escrow Agent") and to authorize the consent to (a) an Assignment of Master Repurchase Agreement, between BNY Mellon and Regions Bank (the "Assignment of Master Repurchase Agreement") and (b) an Assignment of Reimbursement and Indemnity Agreement, between BNY Mellon and Regions Bank (the "Assignment of Reimbursement and Indemnity Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Cartersville, Georgia, as follows:

Section 1. The execution, delivery and performance of the Substitution of Escrow Agent are hereby authorized. The Mayor of the City (the "Mayor") is hereby authorized to execute and deliver the Substitution of Escrow Agent on behalf of the City, which Substitution of Escrow Agent shall be in substantially the form attached hereto as <u>Exhibit A</u> with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Substitution of Escrow Agent by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 2. The execution and delivery of the consent to the Assignment of Master Repurchase Agreement are hereby authorized. The Mayor is hereby authorized to execute and deliver the consent to the Assignment of Master Repurchase Agreement on behalf of the City, which Assignment of Master Repurchase Agreement shall be in substantially the form attached hereto as <u>Exhibit B</u> with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Assignment of Master Repurchase Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 3. The execution and delivery of the consent to the Assignment of Reimbursement and Indemnity Agreement are hereby authorized. The Mayor is hereby authorized to execute and deliver the consent to the Assignment of Reimbursement and Indemnity Agreement on behalf of the City, which Assignment of Reimbursement and Indemnity Agreement shall be in substantially the form attached hereto as <u>Exhibit C</u> with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Assignment of

Reimbursement and Indemnity Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 4. From the date hereof, the Mayor and such other proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the purposes of this resolution and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the removal of BNY Mellon from the Loan Program and the appointment of Regions Bank. Without limiting the foregoing, if the Mayor is not available to execute the Substitution of Escrow Agent and the consent to the Assignment of Master Repurchase Agreement and the consent to the Assignment of Reimbursement and Indemnity Agreement herein authorized, the Mayor Pro Tem shall execute such document on the Mayor's behalf.

Section 5. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution shall be, and the same hereby are, in all respects, approved and confirmed.

Section 6. No stipulation, obligation or agreement herein contained or contained in the Substitution of Escrow Agent, Assignment of Master Repurchase Agreement and the Assignment of Reimbursement and Indemnity Agreement shall be deemed to be a stipulation, obligation or agreement of the Mayor or the Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the Substitution of Escrow Agent, Assignment of Master Repurchase Agreement and the Assignment of Reimbursement or Indemnity Agreement or be subject to personal liability or accountability by reason of the issuance thereof.

Section 7. GMA is hereby authorized to provide any notices on behalf of the City as required in connection with the removal of BNY Mellon from the Loan Program and the appointment of Regions Bank.

Section 8. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

ADOPTED this the 21st day of July 2016.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk
(All attachments are on file at the City Clerks Office)

I. Added Item

1. Deed of Gift – Property 16 South Erwin Street

Keith Lovell, Assistant City Attorney stated that the city had received a deed of gift from Corbitt Properties, LLC for the property located at 16 South Erwin Street for its appraised value of $76,300.00. Mr. Lovell recommended approval of the attached Resolution accepting this property.

A motion to approve Resolution No. 12-16 was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0 (Attachment on file at the City Clerk's Office)

Resolution No. 12-16

WHEREAS, the property owner of that property described in the Deed of Gift attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Property") has approached the City of Cartersville;

WHEREAS, the Mayor and City Council of the City of Cartersville have reviewed the request and determined that acceptance of the Property by the City furthers its objectives to renew underutilized and dilapidated properties in the Downtown Development District in compliance with the Cartersville Downtown Master Plan 2024;

WHEREAS, the acceptance of the donation is recommended by the City Manager;

WHEREAS, the Property is currently appraised at $76,300.00 by the Bartow County Tax Assessor's Office as of December 31, 2015;

WHEREAS, Corbitt Properties, LLC has agreed to donate the Property to the City for its appraised value of $76,300.00.

NOW, THEREFORE BE IT AND IS HEREBY RESOLVED by the Mayor and City Council that it accepts the donation by Corbitt Properties, LLC of the Property at its appraised value as determined by the Bartow County Tax Assessor's Office of $76,300.00 and the Mayor and City Council hereby accepts the donated value of $76,300.00 for said Property. Additionally, the Mayor and City Clerk are authorized to sign any necessary documents requested by Corbitt Properties, LLC in regard to the acceptance of this donation and for tax purposes.

ADOPTED this the 21st day of July 2016.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

J. Monthly Financial Statement

1. May 2016 Financial Report

Tom Rhinehart, Finance Director presented the May 2016 monthly financial statement with comparisons from the previous year of May 2015 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through May 2016. No action is needed by Council.

After announcements a motion to adjourn the meeting was made by Council Member Hodge and needing no second. Motion carried unanimously. Vote 4-0

Meeting Adjourned

/s/ ____________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ________________________________
Connie Keeling
City Clerk