

**CITY OF LAGRANGE, GEORGIA**  
**REGULAR MEETING OF THE MAYOR AND COUNCIL**

July 24, 2018

Present: Mayor Jim Thornton; Council Members Jim Arrington, Nathan Gaskin, Willie Edmondson, Tom Gore, LeGree McCamey, and Mark Mitchell

Also Present: City Manager Meg Kelsey; Assistant City Manager Teresa Taylor; City Clerk Sue Olson; City Attorney Jeff Todd; Communications Manager Katie Van Schoor; Community Development Director Alton West; Senior Planner Leigh Threadgill

The meeting was called to order by Mayor Thornton, the invocation was given by Reverend Anthony Criswell of First Baptist Church on the Square and Mayor Thornton led the Pledge of Allegiance to the Flag.

On a motion by Mr. McCamey seconded by Mr. Gore, Council approved the minutes of the regular Council meeting held on July 10, 2018.

Bryant Jimenez, Jefferson Villatoro and Michelle Martinez, all residents of Mona Lane, appeared before the Mayor and Council to request a sign be placed on top of their street sign recognizing their neighborhood as Historic Goose Holler. All three spoke about how their neighborhood used to be an African-American community called Goose Holler, and that they learned about it through Camp Libertad put on by Anton Flores, neighbors, and volunteers. On a motion by Mr. Edmondson seconded by Mr. McCamey, Council unanimously voted to approve the request for the sign.

On a motion by Mr. Edmondson seconded by Mr. McCamey, Council unanimously voted to authorize the Mayor and City Clerk to execute a Gas Supply Agreement with the Tennessee Energy Acquisition Corporation. A copy of the document is on file in the City Manager's Office.

**A RESOLUTION OF CITY OF LAGRANGE, GEORGIA  
AUTHORIZING THE PURCHASE OF NATURAL GAS FROM THE  
TENNESSEE ENERGY ACQUISITION CORPORATION;  
APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY  
AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID  
PURCHASE; CONSENTING TO THE ASSIGNMENT OF CERTAIN  
OBLIGATIONS UNDER THE GAS SUPPLY AGREEMENT IN  
CONNECTION WITH THE ISSUANCE OF BONDS BY THE  
TENNESSEE ENERGY ACQUISITION CORPORATION;  
AND RELATED MATTERS**

WHEREAS, The Tennessee Energy Acquisition Corporation ("TEAC") is organized as an energy acquisition Corporation, a public corporation and instrumentality of the State of Tennessee and certain municipalities, organized pursuant to the provisions of the Tennessee Energy Acquisition Corporations Act, § 7-39-101 *et seq.*, Tennessee Code, as amended; and

WHEREAS, TEAC was formed, among other reasons, for the purpose of acquiring, financing, and managing secure and economically priced supplies of natural gas for sale to its Associated Municipalities (as defined in the Act) and other public gas distribution systems and joint action agencies inside and outside the State of Tennessee pursuant to the provisions of the Act; and

WHEREAS, TEAC has planned and developed a project to acquire long-term gas supplies from J. Aron & Company LLC, a New York limited liability company and an affiliate of The Goldman Sachs Group, Inc., pursuant to a Prepaid Natural Gas Sales Agreement, to meet a portion of the requirements of City of LaGrange, Georgia (the "Gas Purchaser") and other public gas distribution systems and joint action agencies that elect to participate (each, a "Project Participant") through a prepayment (the "Prepaid Project"); and

WHEREAS, TEAC will issue its Gas Project Revenue Bonds, Series 2018 (the "TEAC Bonds") to finance the acquisition of gas supplies under the Prepaid Project; and

WHEREAS, Gas Purchaser is a municipal corporation organized under the laws of the State of Georgia; and

WHEREAS, Gas Purchaser has determined that it is in the best interest of its customers to be a Project Participant and thereby purchase a portion of Gas Purchaser's natural gas requirements from TEAC pursuant to a natural gas supply contract to be entered into by TEAC and Gas Purchaser (the "Gas Supply Agreement"); and

WHEREAS, under the Gas Supply Agreement, Gas Purchaser will agree to purchase from TEAC the amounts of gas specified in the Gas Supply Agreement, at the prices specified in the Gas Supply Agreement, for a term specified in the Gas Supply Agreement; and

WHEREAS, the TEAC Bonds will be issued pursuant to a Trust Indenture between TEAC and a corporate trustee (the "Indenture") and purchased by the underwriters or original purchasers of the TEAC Bonds (the "Underwriters") pursuant to one or more bond purchase agreements or similar agreements; and

WHEREAS, TEAC will pledge to the payment of the TEAC Bonds certain assets of TEAC, including the Gas Supply Agreement between TEAC and Gas Purchaser; and

WHEREAS, Gas Purchaser shall have no financial liability with respect to the TEAC Bonds, and Gas Purchaser's only obligations relating to the Prepaid Project shall be as set forth in the Gas Supply Agreement; and

WHEREAS, in order to authorize the purchase of natural gas from TEAC and the execution of the Gas Supply Agreement, to consent to the assignment of the Gas Supply Agreement to secure the TEAC Bonds, to authorize the sale of the gas purchased from TEAC, as applicable, and to authorize and take such other necessary and appropriate action in furtherance of the Prepaid Project, City of LaGrange, Georgia adopts this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of LaGrange, Georgia (the "Governing Body"), as follows:

SECTION 1: City of LaGrange, Georgia ("Gas Purchaser") is authorized to enter into a Gas Supply Agreement with TEAC, pursuant to which Gas Purchaser will purchase natural gas from TEAC as provided in the Gas Supply Agreement. The Gas Supply Agreement shall (a) have a term of not greater than 366 months, (b) provide for the purchase by Gas Purchaser of not more than 5,000 MMBtu per day, and (c) provide for a projected minimum savings (prior to payment of the project administration fee as set forth in the Gas Supply Agreement) through monthly and annual discounts of not less than \$0.35 per MMBtu to Gas Purchaser for the initial five year rate period, \$0.20 per MMBtu over the next five year rate period, and \$0.25 per MMBtu on a cumulative basis through the end of each successive reset period (but never less than \$0.20 per MMBtu), unless Gas Purchaser elects to purchase gas at a lesser discount during any reset period, as set forth in the Gas Supply Agreement.

SECTION 2: The Gas Supply Agreement shall be in substantially the form submitted and attached hereto as Exhibit A, which such form is hereby approved, with such completions, deletions, insertions, revisions, and other changes as may be approved by the officers executing same with the advice of counsel, their execution to constitute conclusive evidence of their approval of any such changes.

SECTION 3: The gas purchased by Gas Purchaser from TEAC shall be resold by Gas Purchaser to its retail customers in its service area, or, as applicable, to its members or municipal distribution customers, which shall resell the gas to their retail customers within their respective established service areas, all pursuant to published tariffs or pursuant to qualified requirements contracts approved by tax counsel to

TEAC, under terms approved by tax counsel to TEAC.

**SECTION 4:** The Director of Utilities and City Manager (the "Authorized Officers"), or either of them, is hereby authorized, with advice of counsel, to finalize the Gas Supply Agreement, and the City Clerk (the "Attesting Officer") is hereby authorized to attest the Gas Supply Agreement.

**SECTION 5:** The officers, employees, and agents of Gas Purchaser are hereby authorized and directed to take such actions and do all things necessary to cause the purchase of said gas to take place, including the payment of all amounts required to be paid in order to purchase the gas in accordance with the Gas Supply Agreement.

**SECTION 6:** The Governing Body consents to the assignment and pledge of all of TEAC's right, title and interest under the Gas Supply Agreement, including the right to receive performance by Gas Purchaser of its obligations thereunder, to secure the payment of principal of and interest on the TEAC Bonds.

**SECTION 7:** The officers and employees of Gas Purchaser, as well as any other agent or representative of Gas Purchaser, are hereby authorized and directed to cooperate with and provide TEAC, the underwriters of the TEAC Bonds, and their agents and representatives with such information relating to Gas Purchaser as is necessary for use in the preparation and distribution of a preliminary official statement or other disclosure document used in connection with the sale of the TEAC Bonds. After the TEAC Bonds have been sold, any officer or employee of Gas Purchaser, or any agent or representative designated by Gas Purchaser, shall make such completions, deletions, insertions, revisions, and other changes in the preliminary official statement relating to Gas Purchaser not inconsistent with this Resolution as are necessary or desirable to complete it as a final official statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Governing Body hereby covenants and agrees that Gas Purchaser will cooperate with TEAC in the discharge of TEAC's obligations to provide annual financial and operating information and notification as to material events with respect to Gas Purchaser as may be required by the Rule. Any officer or any employee of Gas Purchaser, or such other agent or representative of Gas Purchaser as shall be appropriate, is hereby authorized and directed to provide such information as shall be required for such compliance, and such officer or employee may execute a continuing disclosure agreement with respect to the provision of such information if requested to do so by the underwriters of the TEAC Bonds.

**SECTION 8:** The TEAC Bonds are not obligations of Gas Purchaser but are limited obligations of TEAC payable solely from the revenues and receipts pledged by TEAC under the Indenture, including the revenues and receipts arising from the sale of gas to the Project Participants. By consenting to the assignment of the Gas Supply Agreement and agreeing to provide information for inclusion in the official statement, Gas Purchaser is not incurring any financial liability with respect to the TEAC Bonds.

**SECTION 9:** All acts and doings of the officers and employees of Gas Purchaser or any other agent or representative of Gas Purchaser which are in conformity with the purposes and intent of this Resolution and in furtherance of the execution and delivery of and performance under the Gas Supply Agreement, and in furtherance of the issuance and sale of the TEAC Bonds, shall be and the same hereby are in all respects approved and confirmed, including without limitation the execution and delivery by the officers of Gas Purchaser of all certificates and documents as they shall deem necessary in connection with the Gas Supply Agreement and the TEAC Bonds.

**SECTION 10:** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION 11:** All other resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

**SECTION 12:** This Resolution shall take effect immediately upon its adoption.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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James C. Thornton  
Mayor

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On a motion by Mr. Gaskin seconded by Mr. McCamey, Council unanimously voted to authorize the Mayor and City Clerk to execute a Gas Supply Agreement with the Municipal Gas Authority of Georgia. A copy of the document is on file in the City Manager's Office.

**RESOLUTION APPROVING THE EXECUTION, DELIVERY AND PERFORMANCE OF A GAS SUPPLY AGREEMENT FOR SALE AND PURCHASE OF NATURAL GAS FROM THE MUNICIPAL GAS AUTHORITY OF GEORGIA AND OTHER DOCUMENTS RESPECTING THE PROPOSED NATURAL GAS PREPAYMENT TRANSACTION BETWEEN PATRIOTS ENERGY GROUP FINANCING AGENCY AND ROYAL BANK OF CANADA; AND FOR OTHER PURPOSES**

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WHEREAS, City of LaGrange, Georgia (the "Participant") has a need for additional natural gas supplies to serve its customers; and

WHEREAS, Patriots Energy Group Financing Agency, a public body and a body corporate and politic pursuant to the laws of the State of South Carolina ("Issuer"), proposes to (i) acquire certain long-term gas supplies from Royal Bank of Canada (the "Supplier") to supply gas to certain Issuer customers, including the Municipal Gas Authority of Georgia (the "Gas Authority"), all of which are governmental entities, and (ii) finance said project (the "Prepayment Project") from the proceeds of certain tax-exempt bonds; and

WHEREAS, the Gas Authority has caused to be prepared a draft Gas Supply Agreement all as appropriate to Issuer's tax-exempt financing of its prepaid deliveries from the Supplier, for a term of approximately 30 years (the "Gas Purchase Agreement"), providing for the purchase by the Participant from the Gas Authority of not to exceed 5,000 MMBtu per day on an annual average basis, which natural gas the Gas Authority will have purchased from Issuer, with not less than a \$0.20/MMBtu discount (collectively, the "Purchase Terms"); and

WHEREAS, the Participant will pay for gas supplies delivered pursuant to the Gas Supply Agreement only if and as such supplies are delivered;

NOW, THEREFORE, BE IT RESOLVED that the Gas Purchase Agreement, and the Purchase Terms, transactions, purchases and obligations represented thereby, are hereby approved in substantially the form of the draft of the Gas Purchase Agreement placed in the Minute File of the Participant, and the Director of Utilities and City Manager (the "Authorized Officers"), or either of them, is hereby authorized, with advice of counsel, to finalize the Gas Purchase Agreement with such changes, additions, and deletions as are required, in their sole discretion, to complete the Gas Purchase Agreement, and the execution of the Gas Purchase Agreement by either Authorized Officer shall be conclusive evidence of any such approval; and

FURTHER RESOLVED that, when the Gas Purchase Agreement is so finalized, the Authorized Officers, or either of them, are hereby authorized to execute and deliver the Gas Purchase Agreement in as many counterparts as may be required; and

FURTHER RESOLVED that the Authorized Officers, or either of them, are hereby authorized to execute and deliver all such additional certificates, documents and other instruments reasonably required or desirable to complete the transactions contemplated by the Gas Purchase Agreement, including but not limited to any necessary tax certificates or documents necessary to evidence the Participant's compliance with any tax or continuing disclosure requirements arising as a result of the Participant's execution of the Gas Purchase Agreement or as reasonably required by any surety or other provider of payment assurance on behalf of the Participant.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of LaGrange, Georgia

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James C. Thornton  
Mayor

ATTEST:

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Sue Olson  
City Clerk

**[SEAL]**

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On a motion by Edmondson seconded by Mr. McCamey, Council unanimously voted to authorize the Mayor and City Clerk to execute an Agreement with the Troup County Board of Education to provide law enforcement personnel for HOPE Academy. A copy of the document is on file in the City Manager's Office.

### **AGREEMENT**

STATE OF GEORGIA,

COUNTY OF TROUP.

THIS AGREEMENT made and entered as of this 1<sup>st</sup> day of August, 2018, by and between **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia, hereinafter referred to as **A**City,**@** and **TROUP COUNTY BOARD OF EDUCATION**, hereafter referred to as **A**Board.**@**

WITNESSETH: THAT,

WHEREAS, Board owns, operates and maintains educational facilities (hereafter Afacilities**@**) within the corporate limits of the City of LaGrange;

WHEREAS, Board in its discretion desires to provide increased presence of law enforcement personnel on and about its campuses of Troup High School, LaGrange High School, HOPE Academy and Gardner Newman Middle School;

WHEREAS, Board and City, in order to appropriately and adequately protect the public health, safety and welfare, deem it necessary and proper that the area in and around said schools be targeted for and provided with a higher and more concentrated level of law enforcement;

WHEREAS, the parties are authorized to enter this Agreement pursuant to and in accordance with the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia;

NOW THEREFORE, for in and consideration of the mutual benefits which will accrue to the parties as a result of this Agreement and in further consideration of the sums of money hereinafter stipulated to be paid by Board to City and the terms and conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

**1.**

**TERM**

This Agreement shall be effective and the term hereof shall commence on the 1<sup>st</sup> day of August, 2018, beginning on such date and ending at midnight on the 31<sup>st</sup> day of July, 2019. This Agreement, however, shall be automatically renewed thereafter from year to year, in successive one (1) year terms, except that either party may terminate this Agreement during said renewal terms upon sixty (60) day notice.

**2.**

**PAYMENT**

During the initial year of this Agreement, Board will annually pay to the City the sum of \$176,841.94 (the AContract Sum@) (\$44,210.48 per officer). Unless Board notifies City in writing of its intent to renegotiate at least sixty (60) days prior to the end of the then current term, the Contract Sum shall be increased by three percent (3%) annually beginning August 1, 2019, and throughout the term of this Agreement or any renewal thereafter. The Contract Sum shall be paid by Board to City in prorated monthly installments within fifteen (15) days of invoice from City. Attached hereto as Exhibit AA,@ for the purposes of illustration, is a copy of the proposal from which the Contract Sum was determined.

Requests by Board for services outside of the scheduled hours set forth herein may be made available by City, if available in its discretion, at an additional cost of \$30.00 per hour per officer so assigned.

**3.**

**POLICE OFFICERS**

During the term of this Agreement, City will provide four (4) trained police officers (sometimes hereafter “School Resource Officers”) and necessary equipment who will have the primary, but not exclusive, responsibility to provide police service and security service (one officer for LaGrange High School, one officer for HOPE Academy, one officer for Troup High School, one officer for Gardner Newman Middle School) during regularly scheduled school hours on

regularly scheduled school days. Any officer assigned hereunder as a School Resource Officer shall be required to obtain specialized training for School Resource Officers consistent with O.C.G.A. § 35-8-27.

During the term of this Agreement or any renewal thereof, Board and City may agree to the provision of additional School Resource Officers from time to time, without formal amendment of this Agreement. In such event, the payment requirement shall be increased to reflect the additional officer(s), with all other terms and conditions of this Agreement applying to any such additional officer(s).

#### **4.**

#### **DUTIES**

The School Resource Officers assigned by City to perform the duties specified in Paragraph 5 hereof will at all times be employees of the City of LaGrange and will be subject to and under the sole control of the appropriate officials of the City of LaGrange and the LaGrange Police Department and will at no time be employees of or subject to control by Board or any of the agents, officers or employees of Board.

#### **5.**

#### **RESPONSIBILITY**

(A) The responsibility of the officers assigned pursuant to the provisions of this contract will be to enforce appropriate criminal federal, state and local laws and ordinances to the extent and in the manner deemed appropriate by such officers and their superior law enforcement officers and the LaGrange Police Department. In addition, the officers so assigned may perform such other security and patrol functions as may be requested by Board and agreed to by City.

Board and its officers, agents and employees may report criminal activities or make complaints to the LaGrange Police Department or the officers assigned under this contract who will in furtherance of their respective duties and responsibilities take such action related thereto as shall be deemed appropriate in the exercise of such duties and responsibilities and their law enforcement obligations. Board, its officers, agents and employees, to the extent appropriate and to the extent able, will cooperate with and assist the LaGrange Police Department in the exercise of its law enforcement responsibilities in and around the facilities.

(B) The School Resource Officers assigned hereunder shall not have the authority to and shall not administer discipline to students, investigate breaches of the general discipline of students, violations under the Troup County Student Behavior Code, or give, advocate or make disciplinary decisions.

#### **6.**

#### **REPORTS**

Any arrest report, incident report, investigative report or other material or documents prepared or filed by or with the LaGrange Police Department which may relate, directly or indirectly, to the activities of the Board in its operation of the facilities shall be available to the

appropriate officers and agents of Board, the same as such documents are now available except any such documents covered by confidentiality laws or for which the disclosure is otherwise prohibited by law.

**7.**

**RESPONSE**

It is understood by and between the parties hereto that any School Resource Officer assigned to police and/or patrol of the facilities pursuant to the provisions hereof shall at all times have the right to call upon other officers or units of the LaGrange Police Department for assistance or backup. Conversely, it is understood and agreed that the assigned School Resource Officers shall likewise be subject to call and will respond if requested or directed in other areas of the City and for emergencies within the City. However, the LaGrange Police Department will make a reasonable effort not to divert officers from schools unnecessarily.

**8.**

**EMPLOYEES INDEMNIFICATION**

The assigned officers do not and will not at any time be or become the agents or employees of Board and Board, by virtue of its payment of money to City pursuant to this Agreement, does not and will not become the employer of the assigned officers or any other officers, agents or employees of the City of LaGrange. Moreover, Board will not at any time be responsible for the acts, actions or performance of such officers, or the failure to act, inaction or failure to perform of such officers. In furtherance thereof, the City of LaGrange will indemnify and hold harmless Board, its officers, agents or employees for or against any claims or damages caused by or which may result from the exercise by the City of LaGrange of the obligations under this contract unless and to the extent the negligence or inappropriate actions or activities of an officer, agent or employee of Board shall cause or contribute to any injury or damage for which a claim is made.

**9.**

**CITY INDEMNIFICATION**

Board will indemnify, save and hold the City of LaGrange, its officers, agents and employees, harmless from any and all claims for damages, demands or causes of action, which may result from the negligence of the Board, its officers, agents or employees as relates to this Agreement.

**10.**

**TERMINATION**

This Agreement may be terminated at the election of the aggrieved party upon material breach of the obligations set forth herein.

**11.**

**NOTICE**

Any notice authorized or required to be given pursuant to the provisions hereof shall be deemed to have been delivered and received by the party to which such notice is given and addressed provided the same shall be delivered in person to an authorized officer, agent or employee of such party or shall be placed in the United States mail, registered or certified mail, with sufficient postage thereon addressed to such party at the following address:

To Board: Dr. R. Cole Pugh, Superintendent  
Troup County Board of Education  
100 N. Davis Road, Building C  
LaGrange, Georgia 30241

To City: City of LaGrange  
ATTN: City Manager  
200 Ridley Avenue  
LaGrange, Georgia 30240

**12.**

**AMENDMENT**

This Agreement shall not be altered or amended except in writing signed by the parties hereto or their duly authorized agents and employees.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized agents and employees have caused their respective names and seals hereunto affixed on the day and year first above written.

**CITY OF LAGRANGE, GEORGIA** (SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**TROUP COUNTY BOARD OF EDUCATION**  
(SEAL)

BY: \_\_\_\_\_  
Chair

ATTEST: \_\_\_\_\_  
Secretary

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On a motion by Mr. McCamey seconded by Mr. Mitchell, Council unanimously voted to authorize the Mayor and City Clerk to execute a Maintenance Funding and Licensing Agreement for Southbend Park. A copy of the document is on file in the City Manager's Office.

## **MAINTENANCE FUNDING AND LICENSING AGREEMENT**

STATE OF GEORGIA,

COUNTY OF TROUP.

THIS MAINTENANCE FUNDING AND LICENSE AGREEMENT (hereafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **FRIENDS OF THE THREAD TRAIL, LAGRANGE, GA INC.**, a non-profit incorporation organized and existing under the laws of the State of Georgia (hereafter "FOTT"), the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereafter "LaGrange"), and the **CALLAWAY FOUNDATION, INC.**, a Georgia nonprofit corporation (hereafter "Callaway").

### **WITNESSETH:**

WHEREAS, Callaway owns certain real property within the City of LaGrange and is developing such property for use as a multi-use public park, with such property to ultimately be known as "Southbend Park"; and

WHEREAS, Callaway intends to lease Southbend Park to LaGrange to use and maintain as a public park for the benefit of its citizens and the general public; and

WHEREAS, FOTT's trail system ("The Thread") adjoins and will lead to, serve and support the activities at Southbend Park and the activities at Southbend Park will promote the use and purposes of The Thread, the parties hereto recognize the benefits of cooperating in the naming and maintenance of the amenities of Southbend Park; and

WHEREAS, FOTT, Callaway and LaGrange desire to memorialize the obligations of each with regard to the naming and maintenance of certain Southbend Park amenities (the "Amenities"), shown more fully on Exhibit "A" attached hereto;

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the undersigned parties consent and agree as follows:

### **1. FUNDRAISING**

FOTT commits to support on-going maintenance of the Amenities by active fundraising, with fifty percent (50%) of all FOTT amenities sponsorship fundraising receipts to be forwarded to the City of LaGrange within ten (10) days of receipt thereof. Such funds as are received by LaGrange pursuant to this Agreement shall be segregated through fund accounting and dedicated solely to costs incurred by LaGrange for maintenance of The Thread and the Amenities.

## **2. AMENITIES**

Callaway and LaGrange acknowledge that FOTT is soliciting sponsorships to provide for the maintenance of the Amenities. This Agreement shall constitute the grant by Callaway and LaGrange of any necessary license or authority for FOTT to enter into sponsorship agreements for the Amenities located on the premises of Southbend Park which provide for the naming and the placing of plaques or other similar identification or naming devices upon the Amenities. Prior to any such plaques or naming devices being placed, FOTT shall consult with and obtain the approval of the design by the LaGrange City Manager or her designee and by the President of Callaway.

## **3. TERM**

The initial term of this Agreement shall be one year from the effective date. This Agreement, however, shall be automatically renewed thereafter from year to year, in successive one (1) year terms, except that either party may terminate this Agreement upon sixty (60) days' notice.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized agents have caused their respective names and seals hereunto affixed on the day and year first written above.

**CITY OF LAGRANGE** (SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**FRIENDS OF THE THREAD TRAIL,  
LAGRANGE, GA INC.** (SEAL)

BY: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Its: \_\_\_\_\_

**CALLAWAY FOUNDATION, INC.** (SEAL)

BY: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Its: \_\_\_\_\_

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Council heard the first reading of the following ordinance:

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF LAGRANGE TO AMEND THE CODE OF THE CITY; TO AMEND THE CODE SO AS TO PROHIBIT SOLICITATION WITHIN THE RIGHTS-OF-WAY; TO DEFINE PROHIBITED ACTIVITY; TO PROVIDE FOR A PENALTY; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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Council heard the first reading of the following ordinance:

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF LAGRANGE TO AMEND THE CODE OF THE CITY; TO AMEND THE ALCOHOLIC BEVERAGES ORDINANCE OF THE CITY IN ORDER TO REQUIRE THE ISSUANCE OF AN ALCOHOLIC BEVERAGE CARD FOR ALL POURING ESTABLISHMENTS; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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On a motion by Mr. Edmondson seconded by Mr. McCamey, Council unanimously voted to approve the following ordinance:

**AN ORDINANCE**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF LAGRANGE TO AMEND THE CODE OF THE CITY; TO AMEND THE ZONING MAP AND ORDINANCES OF THE CITY SO AS TO RECLASSIFY WITH CERTAIN CONDITIONS THE USE ZONE OF REAL ESTATE LOCATED ON FORT DRIVE AND OWNED BY MICHAEL DENNIS MURPHY; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE MAYOR AND COUNCIL OF THE CITY OF LAGRANGE, GEORGIA HEREBY  
ORDAIN AS FOLLOWS:

**SECTION 1:**

That the zoning map and ordinances of the City of LaGrange be amended so as to reclassify as C-3 (general commercial district) the following described real estate, to wit:

All that tract or parcel of land lying and being in Land Lot 172 of the 6<sup>th</sup> Land District of Troup County, Georgia, containing 4.409 acres, more or less, and more particularly shown as "Tract 2-A" on the Plat of Survey entitled "For the Purpose of Rezoning: Edward Jennings, LLC" prepared by Gregory Scott Hajek, Georgia Registered Land Surveyor Number 3214, dated May 11, 2018, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein for the purpose of a more complete description.

**SECTION 2:**

Pursuant to the police power of the City of LaGrange, the Mayor and Council hereby impose and establish certain conditions as a requirement for the rezoning of the property referenced

above in Section 1. The following conditions are imposed for the protection or benefit of neighboring landowners in order to ameliorate the effects of rezoning this property to C-3 and shall apply to any development to occur on said property, to wit:

- a) The subject property shall be subdivided from the parent tract 051-3-000-014.
- b) Existing structures shown on the survey prepared for Edward Jennings dated 5/11/18 (a copy of which is attached as Exhibit "A") shall be removed.
- c) Freestanding signage shall be restricted to monument style. Materials for sign support and frame shall be masonry. The maximum height shall be 15 feet and the maximum area shall be 100 square feet.
- d) The required 10-foot landscape strip along Fort Drive adjacent to the proposed storage/staging area shall be planted according to buffer standards to ensure an opaque screen of the proposed chain link fence.
- e) Fencing of the storage area shall be 6-foot black chain-link fence without barbed wire.
- f) There shall be no outdoor display of materials.

### **SECTION 3:**

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

### **SECTION 4:**

All parts, portions, sections, paragraphs, sentences, clauses, and phrases of this Ordinance are each hereby declared to be severable from each other and if any such part, portion, section, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect any remaining parts, portions, sections, paragraphs, sentences, clauses or phrases thereof and the Mayor and Council of the City of LaGrange hereby declare that had they known that any such provision was or would be invalid, they would not have adopted that portion or part of the Ordinance but would have nevertheless adopted the remaining portions thereof.

### **SECTION 5:**

This ordinance, after adoption by the Council and upon approval by the Mayor, shall become effective immediately.

INTRODUCED AND FIRST READING \_\_\_\_\_ July 10, 2018

SECOND READING AND ADOPTED \_\_\_\_\_ July 24, 2018

SUBMITTED TO MAYOR AND APPROVED \_\_\_\_\_ July 24, 2018

BY: /s/ James C. Thornton, Mayor

ATTEST: /s/ Sue Olson, City Clerk

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In good news closing comments, Ms. Van Schoor announced that the Georgia DOT awarded the City of LaGrange the Roadside Beautification Enhancement Grant for \$80,000. The money will be used off of Exit 18 and LaFayette Parkway. Also, Mayor Thornton announced that Georgia

DOT has signed a contract for the Greenville Street bridge replacement, and work should begin immediately.

On a motion by Mr. McCamey seconded by Mr. Edmondson, Council voted unanimously to adjourn to executive session to discuss personnel and litigation. At the end of the executive session, on a motion by Mr. McCamey seconded by Mr. Edmondson, Council voted unanimously to adjourn the executive session and reconvene the meeting.

There was no other business and the meeting was adjourned by Mayor Thornton.

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Mayor

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City Clerk