

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

October 8, 2019

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

Absent: Council Member Willie Edmondson

Also Present: City Manager Meg Kelsey; City Clerk Sue Olson; City Attorney Jeff Todd; Communications Manager Katie Van Schoor

The meeting was called to order by Mayor Thornton, the invocation was given by Rev. Aaron McCollough of the Troup County Baptist Association and Mayor Thornton led the Pledge of Allegiance to the Flag.

On a motion by Mr. McCamey seconded by Mr. Arrington, Council unanimously approved the minutes of the regular Council meeting held on September 24, 2019.

Mayor Thornton presented a 30 year service award to Phillip Rice, Deputy Chief with the LaGrange Fire Department. Mayor Thornton expressed the gratitude of the Mayor and Council for Mr. Rice's years of service to the citizens and the City of LaGrange. Fire Chief John Brant also thanked Mr. Rice for his years of service and dedication to the LaGrange Fire Department and to the citizens of LaGrange.

Evie Kettler appeared before the Council to ask for a change in the current animal shelter ordinance, specifically regarding the protection of domestic animals and their bedding requirements, removing the temperature restriction of below 32 degrees, but leaving the time frame of November through March. Council instructed staff to reach out to the Animal Services Department to get their input. No action was taken.

Gerald Wyatt, newly appointed CEO of THINC Academy, appeared before the Council to introduce himself and gave a brief overview of what THINC is doing for the community.

Alonzo Roberts appeared before the Council to express his concerns for the community in light of recent shootings. Mayor Thornton assured Mr. Roberts that the Council shares those concerns and asked him to work with Chief Dekmar to address the issues and find solutions. Mayor Thornton also encouraged Mr. Roberts to join the Community Outreach Program that meets at the police department every other month.

Ms. Kelsey presented copies of the September financial statements and payment of bills over \$2,000 for Council's information.

Chief Dekmar updated the City Council on the Community Outreach Program. Mike Meredith, Rev. Oshay Smith and Glenn Dowell spoke to the Council regarding various programs that are available to the community and encouraged citizens to become involved.

On a motion by Mr. McCamey seconded by Mr. Arrington, Council voted unanimously to authorize the Mayor and Clerk to execute the following Amendment to Probation Services Agreement:

FIRST AMENDMENT TO PROBATION SERVICES
AGREEMENT DATED JANUARY 29, 2018

WHEREAS, the City of LaGrange, as "Contractor," and the Municipal Court of the City of LaGrange, as "Court," entered a Probation Services Agreement dated January 29, 2018 (hereafter "Agreement);

WHEREAS, Contractor and Court desire to amend certain provisions of the Agreement regarding probation service parameters;

WHEREAS, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Court agree to the following amendments:

1.

Subsection 2 of Section E “Scope of Service to Offenders by Contractor” shall be amended to read as follows:

“2. *Supervision.* Contractor shall monitor and supervise offenders to ensure compliance with the Court’s order of probation. Contractor shall make a supervision assessment for the offender and determine the offender’s reporting schedule. Frequency and type of contacts with an offender under probation supervision shall depend upon the offender's compliance with the terms and conditions of probation. Probation officers will have minimum contact with an offender at least once per month and may have more frequent contact if needed to ensure compliance. Every effort will be made not to interfere with the offender’s employment. Attempts will be made to schedule visits so as not to create an undo travel burden upon the offender. In some instances, reporting by mail or electronically will be allowed if the offender is complying and it is advantageous to the offender to report in that manner.”

2.

Except as herein modified, the Probation Services Agreement dated January 29, 2018, shall remain in full force and effect.

This _____ day of October, 2019.

CONTRACTOR:

CITY OF LAGRANGE, GEORGIA

BY: _____
Mayor

ATTEST: _____
City Clerk

COURT:

MUNICIPAL COURT OF LAGRANGE

BY: _____
James G. Baker, Judge

On a motion by Mr. McCamey seconded by Mr. Mitchell, Council voted unanimously to authorize the Mayor and Clerk to execute the following Mill Creek Collateral Assignment.

CITY CONSENT TO ASSIGNMENT

This City Consent to Assignment is attached to and shall be deemed a material part of that certain **ASSIGNMENT OF CONTRACT AND CONTRACT RIGHTS (CITY DEVELOPMENT AGREEMENT)** (the "Assignment"), effective as of the ___ day of _____, 2019, from **MILL CREEK PARTNERS, LLC**, an Alabama limited liability company, successor by assignment to SLF IV-GA Mill Creek, LLC, (hereinafter, "Borrower"), as assignor, in favor of **IBERIABANK**, a Louisiana state bank (the "Lender"), as assignee. All terms not otherwise defined herein shall have the meaning given to such terms in the Assignment. As a condition to Lender making the Loan for construction of the Project, Lender requires that Borrower enter into the Assignment and that City execute and deliver this consent to the Assignment (this "Consent") and provide certain representations, warranties, covenants and assurances as hereafter set forth. The City will directly benefit from the Project and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby represent, warrant, covenant and agree as follows:

1. **Consent to Assignment.** City hereby consents to the foregoing Assignment. The City further acknowledges and agrees that pursuant to the terms and conditions of the City Agreement, Borrower has the right to assign the Collateral.

2. **Agreements of City.** City represents and warrants and acknowledges and agrees as follows:

(a) The City Agreement, a complete copy of which is attached to the Assignment, is in full force and effect and has not been modified, altered or amended, nor has the City consented to any assignment by Borrower of its rights thereunder (other than the Assumption Agreement).

(b) To the best of City's knowledge, there is no existing default or "Event of Default" under the City Agreement under the City Agreement.

(c) The City shall make no changes in or amendments to the City Agreement without the express prior written consent of Lender, which consent shall not be unreasonably withheld or delayed.

(d) Upon exercise of Lender's rights under the Assignment in connection with any foreclosure or conveyance in lieu of foreclosure of the property described in the Deed to Secure Debt, and upon notice to City of such exercise, the City, subject to all zoning regulations and the City's Code of Ordinances, shall be bound to the transferee succeeding to Lender's interests (the "Successor Party"), and Successor Party shall be bound to the City in accordance with all of the provisions of the City Agreement without the execution of any further instrument immediately upon Successor Party succeeding to Borrower's interest in the Collateral and giving written notice thereof to City.

(e) If Lender, by exercising its rights pursuant to the Assignment, should become obligated to perform the covenants of Borrower under the City Agreement, then, upon any further transfer of Borrower's interest by Lender, all of such obligations shall terminate as to Lender upon the assumption thereof by the Lender's transferee.

3. **Payments/Performance.** The City covenants and agrees that if Lender shall exercise its rights, or any of its rights, under the foregoing Assignment, the City will perform the obligations specified to be performed by it under the City Agreement for the benefit and at the written direction of Lender, and the City shall be entitled to rely on any such written direction with no further obligation to confirm or determine whether an Event of Default exists under the Loan Documents. After City has received notice of the occurrence of an Event of Default, the City agrees to follow the written instructions of Lender (or any successor to Lender) with respect to all payments thereunder. In the event of notice by the Lender or Lender's successor to direct all payments to the Lender or Lender's successor, Lender or its successor shall indemnify and hold

the City harmless for any and all payments made to Lender or its successor from any claims to any such payments which are made by Borrower or any party.

4. **Assumption of Rights.** The City expressly acknowledges that Lender neither assumes nor has any obligation to the City to exercise its rights under the foregoing Assignment but that the right and option to exercise such rights or declare an Event of Default under the Assignment rests in the sole and absolute discretion of Lender.

5. **Notice of Default.** By joining below, Borrower hereby directs City (and City agrees) to notify Lender in writing concurrently with any notice given to Borrower of any default by Borrower under the City Agreement, and the City agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and the City will not declare a default of the City Agreement if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the City Agreement for the cure thereof by Borrower; provided, however that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

6. **Address for Notice.** Any notice or other communication required or permitted to be given by this Consent shall be given in writing and shall be deemed received (i) as of the date of acceptance or rejection noted on the return receipt if delivered by U.S. Mail, certified or registered, with return receipt requested, or (ii) one (1) day following the date deposited with Federal Express or other national overnight carrier, and in each case addressed as follows:

If to Lender:

IberiaBank
2340 Woodcrest Place
Birmingham, Alabama 35203
Attention: John C. Turner, Vice President

If to the City:

City of LaGrange, Georgia
Attention: City Manager
200 Ridley Avenue
LaGrange, Georgia 30240

With a Copy to:

Jeffrey M. Todd
Lewis, Taylor & Todd, P.C.
P. O. Box 1027
LaGrange, Georgia 30241

7. **No Third Party Beneficiary.** The City acknowledges and agrees that the City is not a third party beneficiary of the Loan Documents by and between Borrower and Lender and has no interest whatsoever enforceable against Lender in the proceeds of the Secured Obligations and has no right of action under the Loan Documents to garnish, require or compel payment of proceeds of the Secured Obligations to be applied toward payment of any liabilities of Borrower under the City Agreement.

8. **Miscellaneous.**

(a) This Consent shall be governed by, and construed in accordance with, the laws of the State of Georgia.

(b) Any provision in this Consent which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

(c) Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Consent. The provisions of this Consent shall be construed without regard to the party responsible for the drafting and preparation hereof.

(d) Time is of the essence of this Consent and the performance of each of the covenants and agreements contained herein.

(e) This Consent and the obligations hereunder shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

(f) No modification, amendment, waiver or release of any provision of this Consent or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

9. **Joinder/Indemnity by Borrower**. Borrower hereby joins in this consent for the specific purpose of authorizing the City to act in accordance with this Consent and the Assignment, all as directed by Lender and agrees to hold the City harmless from and indemnify the City for any payments made or actions taken at the written direction of Lender or any successor to Lender.

IN WITNESS WHEREOF, the undersigned has executed this Consent to be effective as of _____, 2019.

CITY

CITY OF LAGRANGE, GEORGIA

By: _____
Name: _____
Title: _____

JOINDER BY BORROWER:

MILL CREEK PARTNERS, LLC, an Alabama limited liability company

By: _____
Print Name: _____
Its: _____

Mayor Thornton reminded the Council that December 24, 2019 (Christmas Eve) is a regularly scheduled Council meeting date, and asked if they wanted to consider changing the date of the meeting or cancelling the meeting. On a motion by Mr. McCamey seconded by Mr. Mitchell, Council voted unanimously to reschedule the December 24, 2019 Work Session and Council Meeting to December 19, 2019, at the regularly scheduled times.

City Council Candidate Latasha Dudley was recognized as being in the audience. She told the Council she is currently attending law school and looks forward to serving the community.

In good news closing comments, Ms. Van Schoor shared with the Council that we are still celebrating the opening and naming of the Kay G. Durand LaGrange Fire Station #5. The

Marketing/Communications Department created a video tour of the new station that is available to view on Facebook and You Tube. Ms. Van Schoor reminded everyone that tonight is National Night Out from 6:00 - 9:00 p.m. in the Beechwood Furniture parking lot on Commerce Avenue. The public is invited to attend this fun and family-friendly event. The LaGrange Animal Shelter is waiving fees for the animals up for adoption tonight. It's part of our #dogtober celebration. Also, this Saturday, the City is partnering with Kiwanis Club of LaGrange and DASH to pick up litter in the Hillside neighborhood. We will meet in the Health Department parking lot at 900 Dallis Street. Afterwards we are joining with Keep Troup Beautiful to plant trees at the Griggs Center, 716 Glenn Robertson Road. And finally, this Saturday from 12:00 noon – 4:00 p.m., the LaGrange Fire Department will be hosting its Citizens' Day at the LaGrange Mall. Ms. Van Schoor then shared a fun video created to help promote the event.

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

Mayor

City Clerk