

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

March 12, 2019

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

Absent: Mayor Jim Thornton

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

The meeting was called to order by Mayor Pro-Tem Arrington, the invocation was given by Council Member Willie Edmondson and Mayor Pro-Tem Arrington led the Pledge of Allegiance to the Flag.

On a motion by Mr. McCamey seconded by Mr. Edmondson, Council unanimously approved the minutes of the regular Council meeting held on February 26, 2019.

A public hearing was held to receive comments on a request to rezone 705 Campbell Street. No comments were received and Council heard the first reading of 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 THE USE ZONE OF REAL ESTATE LOCATED AT 705 CAMPBELL STREET AND OWNED BY JOSEPHINE DALLAS; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ms. Threadgill presented to the Council a Board of Planning and Zoning Appeals recommendation to annex/rezone property located at 2555, 2560, 2575, 2585, 2606, and 0 Whitesville Road. On a motion by Mr. Edmondson seconded by Mr. McCamey, Council voted to call for a public hearing to be held on April 9, 2019 at 5:30 p.m. Mr. Mitchell abstained from voting and the vote passed 4-0.

Mayor Pro-Tem Arrington read a letter from Mayor Jim Trott, City of Pine Mountain, Georgia, thanking the City of LaGrange for their cleanup assistance after the area sustained major damage from a tornado on March 3, 2019. Mr. Edmondson reported that a group of citizens took water and other supplies to the city of Talbatton, Georgia that was also damaged by a tornado that same day.

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

On a motion by Mr. McCamey seconded by Mr. Gore, Council voted unanimously to authorize the Mayor and Clerk to execute the following Sewer Improvements Development Agreement for Mill Creek Station, and to allow for any modifications which aren't material, upon the Mayor and City Manager's approval:

**SEWER IMPROVEMENTS DEVELOPMENT AGREEMENT
FOR MILL CREEK STATION**

This Sewer Improvements Development Agreement for Mill Creek Station
(hereafter "Agreement") is entered this day of ____, 2019, by and between **SLF IV** –

GA Mill Creek, LLC, a Georgia Limited Liability Company, its successors and assigns (hereinafter referred to as “Developer”) and the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereafter “City”).

WHEREAS, due to proposed increased development, including multiple Developments of Regional Impact, at various locations within the City of LaGrange, City initiated and funded a wastewater system impact analysis to determine the effect of proposed development upon existing City-owned infrastructure;

WHEREAS, from such analysis evolved a sewer improvement master plan from which necessary improvements have been designed, a portion of which are required to accommodate the increased wastewater flows associated with the development initiated and planned by Developer, designated as Mill Creek Station and being made up of the land more particularly described in Exhibit “A” attached hereto and as depicted in Exhibit “A-1” attached hereto (the “Project”);

WHEREAS, by agreement of Developer and through the City’s authority under O.C.G.A. Section 36-17-13, City has designated a portion of wastewater improvements to be constructed and/or funded by Developer in order to provide appropriate City infrastructure to accommodate Developer’s Project;

WHEREAS, City and Developer desire to set forth herein the terms and conditions under which City will construct certain sewer improvements, and Developer will pay a portion of the costs incurred by City;

NOW THEREFORE, pursuant to the City’s authority, and also by agreement of Developer, and further in exchange of the mutual promises and considerations set forth herein, City and Developer agree as follows:

SCOPE OF WORK

Upon payment of funds by Developer to City as described herein below in Paragraph 2, City shall undertake the bidding, contract administration and installation of certain pump station, 10- inch gravity sewer and sewer force main improvements as more fully set forth on the preliminary plans prepared by _____, dated _____, a copy of the same being attached hereto and incorporated herewith as Exhibit “B” (hereafter sometimes referred to as “Project Improvements”). Any modifications to the preliminary plans shall be approved by both Developer and City, with each party agreeing to not unreasonably withhold, delay or condition its approval of any modification of the plans. Developer and City shall mutually determine in good faith the most acceptable route for the force main through the Project.

1. PAYMENT OF ESTIMATED PROJECT IMPROVEMENTS COSTS.

Within thirty (30) days of the full execution of this Agreement, Developer shall deliver to City \$659,670.00, which is agreed by the parties to be one hundred percent (100%) of the estimated costs of the Project Improvements to be borne by Developer in order to serve Developer's proposed development. Said estimated costs are based upon the agreement of the parties of the estimated flows associated with the proposed development of 350,000 gallons per day. Attached hereto as Exhibit "C" are the calculations prepared by Ron Ellis upon which said estimated costs are based, which include Developer's share.

Within thirty (30) days of receipt by City of said payment from Developer, City shall be obligated to commence construction of the Project Improvements and undertake reasonable efforts to complete such work, and shall undertake all reasonable efforts to substantially complete said Project Improvements within fifteen (15) months from the date of this Agreement; provided, however, City shall undertake all reasonable efforts to substantially complete the bore segment of the 10- inch gravity sewer under Hogansville Road (to the property line of Developer) (the "Bore Work") within nine (9) months from the date of this Agreement. Upon the completion of the Bore Work, City shall not delay approval of permits for reason of wastewater system capacity for construction of improvements contributing a cumulative calculated wastewater flow of up to 100,000 gallons per day, and upon the completion of the Project Improvements, City shall not delay approval of permits for reason of wastewater system capacity for construction of improvements contributing a cumulative calculated wastewater flow of up to 350,000 gallons per day. In the event the City shall either (i) have failed to commence the Bore Work within three (3) months of the date of this Agreement or (ii) not be actively undertaking such Bore Work such that the Bore Work will be completed within nine (9) months of the date of this Agreement, Developer (or its successor in title) shall have the right, but not the obligation, to complete the Bore Work on its own, and any reasonable costs and expenses incurred by Developer to complete the Bore Work shall be disbursed by City to Developer within thirty (30) days of written request by Developer, with such funds being paid from the amounts previously paid by Developer to City under Paragraph 3 hereinbelow.

2. RECONCILIATION OF ACTUAL PROJECT IMPROVEMENTS COSTS.

Developer's funding obligation referenced above in Paragraph 2 is based upon an estimate of the costs to complete the Project Improvements. Should actual costs of the construction of the Project Improvements be less than one hundred percent (100%) of estimated costs, City shall remit to Developer any overpayment under the said percentage costs formula as referenced herein. Should actual costs of construction of the Project Improvements be greater than one hundred percent (100%) of estimated costs, Developer

shall pay within thirty (30) days of written demand its share of any excess costs under the said percentage costs formula as referenced herein. City shall otherwise pay any other excess costs. Developer shall have the right to approve any change orders to the construction contract which would increase the costs of the Project Improvements, which consent shall not be unreasonably withheld, delayed or conditioned.

3. FUTURE INCREASED FLOWS.

The contributions of Developer to the costs of Project Improvements are based upon projected flows of 350,000 gallons per day which is derived from the analysis prepared by Ron Ellis and attached hereto as Exhibit "D". To the extent Developer, or its successor in title, increases the estimated cumulative flows by developing the property with more intense usage than shown on Exhibit "D", the party seeking development permits for such increase usage (herein the "Excess Flow Applicant") shall pay to City \$2,065.00 per 1,000 gallons per day for such additional projected flow to the extent such capacity is available, which determination shall be in the discretion of the City. Notwithstanding anything to the contrary in this Agreement, the City's current methodology for calculating wastewater flow as set forth in Exhibits "C" and "D" shall be grandfathered and used for the purposes of calculating future wastewater flowage rates with respect to the Project.

Should the Excess Flow Applicant fail to pay City for such increased estimated flows, City shall not issue the Excess Flow Applicant any related development permits for the Excess Flow Applicant's development within the Project until said amounts are paid.

4. PERMITTING.

City will obtain all permits and easements required for installation of the Project Improvements (including without limitation any railroad crossing permits and GDOT utility permits for the force main and gravity sewer running across US Highway 29), and Developer shall provide to City any easements reasonably necessary for completion thereof.

5. OBLIGATIONS TO RUN WITH THE LAND.

Developer agrees and covenants that the terms and conditions of this Agreement shall run with the land and shall bind and inure to the benefit of the heirs, executors, successors-in-title and assigns of Developer. However, Developer shall not assign this Agreement without the written consent of City, which shall not be unreasonably withheld, conditioned or delayed.

6. DEVELOPMENT PERMITS.

Should Developer be in default of any material term contained herein, no building permit shall be issued for the construction or development of buildings or other improvements which are contrary to the conditions set forth herein. Subject to the terms of Section 2 of this Agreement and completion of stages of the Project Improvements, City

shall not delay, condition or prohibit Developer or its successors in title from connecting to the public wastewater system, subject to payment of standard fees and satisfaction of customary permitting requirements.

7. EXPENSES OF AGREEMENT.

Each party hereto shall pay its own expenses incident to the negotiation, preparation and consummation of this Agreement and all other agreements executed and delivered by it hereunder or in connection herewith, including all fees and expenses of its or their respective counsel and accountants.

8. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by each party hereto.

9. MISCELLANEOUS.

A. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

B. This Agreement is solely for the benefit of the parties hereto, and creates no rights, benefits, or causes of action for any individual or entity not a party hereto.

C. This Agreement contains the entire agreement of the parties and no representations, inducement or promises, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by both parties hereto. If any of the terms of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto.

D. This Agreement shall be interpreted and construed under the laws of the State of Georgia.

E. This Agreement may be simultaneously executed in two (2) counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Counterpart signatures are acceptable as originals

F. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any such rights may be exercised from time to time as often as deemed expedient. Any waiver of rights shall be in writing and signed by the party granting the waiver.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

CITY OF LAGRANGE, GEORGIA

(SEAL)

BY: _____
Mayor

ATTEST: _____
City Clerk

Signed and sealed before me
this ____ day of
_____ 2019, in the
presence of:

Unofficial Witness

Notary Public

SLF IV-GA MILL CREEK, LLC,
a Delaware limited liability company

By: Stratford Land Fund IV, L.P.
a Delaware limited
partnership Its: Co-
Managing Member

By: Stratford Fund IV GP, LLC
a Texas limited liability
company
Its: General Partner

By: _____
Name: _____
Title: _____

Signed and sealed before me
this ____ day of
_____ 2019, in the
presence of:

Unofficial Witness

Notary Public

Council heard the first reading of 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 MODIFY THE PROHIBITION OF ACCESS BY CERTAIN
VEHICLES TO INCLUDE GRADY STREET; TO REPEAL
CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.

Laura Jennings came before the Council, on behalf of other local tourism partners, to request the creation of a Convention and Visitors Bureau, and asked the Council to re-evaluate the current tourism arrangements. John Long also spoke to the Council in support of a CBV. Mr. Mitchell and Mr. Edmondson thanked the group for coming and speaking to the Council. No action was taken.

In good news closing comments, Ms. Van Schoor shared with the Council that the City of LaGrange received the CHIP, or Community Home Investment Program, Grant in the amount of \$464,700. The CHIP program is a part of the Georgia Department of Community Affairs. This money will be used to construct three craftsman style homes in the Hillside community, and DASH of LaGrange will be in charge of the project. The three 1,000 square foot homes will be sold for approximately \$100,000 each. This is one of the goals of the GICH housing team, to identify housing projects eligible for CHIP funding.

There was no other business and the meeting was adjourned by Mayor Pro-Tem Arrington.

Mayor

City Clerk