

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

September 12, 2019

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

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 Thornton, the invocation was given by Rev. John Oliver of Rosemont Baptist Church and Mayor Thornton led the Pledge of Allegiance to the Flag.

On a motion by Mr. McCamey seconded by Mr. Gaskin, Council unanimously approved the minutes of the regular Council meeting held on August 27, 2019.

A public hearing was held to receive comments on the Comprehensive Plan Update that is required every five years. Ms. Threadgill explained to the Council the purpose of the public hearing and introduced Paul Jarrell, Planner with Three Rivers Regional Commission, who detailed the purpose and plan for the process. No action was taken.

On a motion by Mr. McCamey seconded by Mr. Edmondson, Council voted unanimously to deny a Notice of Claim for Damages filed on behalf of Whispering Pines Apartments and referred it to the City's insurance company for handling.

Mr. Edmondson reported to the Council that The Thread that is coming through parts of District 2 looks great. He also reported that the sidewalk work continues on Colquitt Street and commended the City crews for their work. Mr. McCamey thanked the staff for their hard work on the Georgia Governor's Tourism Conference that was held at Great Wolf Lodge this week.

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

Ms. Kelsey reported to the Council that the Chattahoochee Riverkeepers' original budget request was sent to her via email but she never received it; however, it had been emailed to her before the deadline. They are now requesting a budget amendment to consider their request of \$10,500.00. On a motion by Mr. Mitchell seconded by Mr. Edmondson, Council voted unanimously to amend the budget to approve \$9,000.00. On a motion by Mr. Gore seconded by Mr. Mitchell, Council voted unanimously to amend the first motion and to approve the original budget request of \$10,500.00.

On a motion by Mr. McCamey seconded by Mr. Edmondson, Council voted unanimously to authorize the Mayor and Clerk to execute the following Marketing Program Marketing Agreement with Visit LaGrange, Inc.:

MARKETING PROGRAM MARKETING AGREEMENT

THIS AGREEMENT, dated as of _____, 2019, by and between the **CITY OF LAGRANGE, GEORGIA**, (the "City") and **VISIT LAGRANGE, INC.** ("Visit LaGrange").

W I T N E S S E T H:

WHEREAS, Great Wolf Resorts Holdings, Inc., a Delaware corporation (together with its "Affiliates" as hereafter defined, "**GWR**"), the City, the Development Authority of LaGrange (the "**Authority**"), Troup County Board of Commissioners, Troup County Board of Assessors and Troup County Board of Education executed a Memorandum of Understanding dated October 20, 2015 ("**MOU**"), with respect to a 400-room hotel, conference center and family oriented

destination resort (the “Project”) to be constructed by GWR in LaGrange, Troup County, Georgia and in which the Authority will have an ownership interest pursuant to the MOU; and

WHEREAS, said Project has been constructed and is in operation as of May of 2019; and

WHEREAS, the City and Authority desire to insure that the Project is promoted commensurate with its importance to the economic development of LaGrange and Troup County, particularly as it relates to tourism; and

WHEREAS, the City and the Authority entered into a Marketing Program Funding Agreement (the “**Funding Agreement**”) to provide for a marketing program for a period of thirty (30) years to promote tourism, conventions and trade shows for the City and Troup County with specific emphasis upon promotion of the Project (the “**Marketing Program**”); and

WHEREAS, the City desires to have the cost of the Marketing Program paid with the Marketing Program Funds (as defined in the Funding Agreement); and

WHEREAS, the Funding Agreement requires the City to annually contract with a destination marketing organization as contemplated by O.C.G.A. § 48-13-51(e)(1), and as defined in O.C.G.A. § 48-13-50.2(1)(such entity, the “**Destination Marketing Organization**”), which is required to be a legally qualified entity but in either case the other party to such contract must propose a budget plan for purposes of the Funding Agreement that is consistent with Section 2, thereof, and the other provisions of the Funding Agreement; and

WHEREAS, the City and Visit LaGrange want to enter into this Agreement to provide for the development and implementation of the Marketing Program for a term of one year, subject to the terms and conditions of the Funding Agreement, and as provided in this Agreement.

NOW THEREFORE, for and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Visit LaGrange agree as follows:

1. Development of Marketing Program.

a. The City hereby contracts with Visit LaGrange to develop and implement the Marketing Program as provided in the MOU and the Funding Agreement, provided that, (i) after issuance of a permanent Certificate of Occupancy for the hotel to be constructed as a component of the Project, the one year term of this Agreement shall commence and performance of this Agreement shall commence for purposes of providing a budget plan for approval by the City as required herein, and shall continue for purposes of meeting the expenditure requirements hereof for the approved year, (ii) the parties hereto may annually renew this Agreement as a new contract for a new one year expenditure period, preceded by preparation of the budget plan, by mutual agreement prior to the expiration of the then current contract; and (iii) this Agreement plus all renewal contracts, and all other City contracts for the above purposes, may not exceed a total expenditure period of 30 years in the aggregate. The foregoing notwithstanding, this Agreement and the below-defined Subcontract shall automatically terminate upon the termination of the Funding Agreement.

b. Pursuant to the Funding Agreement, Visit LaGrange shall subcontract (such agreement, the “**Subcontract**”), to develop and implement the Marketing Program, with an entity (the “**Subcontractor**”) that is GWR. The Subcontract is, and by its terms shall be made, expressly subordinate to the Funding Agreement and this Agreement.

c. The content of the Marketing Program will be approved by GWR after receiving and reviewing input from the City as to how LaGrange wishes to be presented in the Marketing Program so long as it does not interfere with how GWR typically names, markets and brands resorts; and (ii) the Marketing Program shall identify the location of the Project as either “LaGrange” or “LaGrange, Georgia.”

2. Reporting Requirements. The Subcontract with the Subcontractor shall require it to provide such supporting information to the City, the Authority and Visit LaGrange as is reasonably necessary to confirm that the Marketing Program Funds have been expended in accordance with the requirements of the MOU as more fully set forth in the Funding Agreement. The City will

take all reasonable steps necessary to insure that the Marketing Program is funded and carried out in accordance with the terms of the MOU and the Funding Agreement.

3. Budget Plan; Compensation. Visit LaGrange shall propose a budget plan for purposes of the Funding Agreement that is consistent with Section 2 of the Funding Agreement and the other provisions of the Funding Agreement. Upon approval of the budget plan by the City as contemplated in the Funding Agreement, the City will implement the budget plan by paying to Visit LaGrange the portion of the Hotel/Motel Tax collected at the Project for term of each contract, the payment of which to the Destination Marketing Organization is required by the Funding Agreement, unless an alternative source of funding is used as contemplated by Section 1(d) of the Funding Agreement, in which case the City will make payment to the Destination Marketing Organization from such alternative source. Visit LaGrange shall be entitled to no other payment, compensation or reimbursements whatsoever.

4. Third Party Beneficiary. The Authority and Visit LaGrange acknowledge and agree that GWR shall be an express third party beneficiary of this Agreement, entitled to enforce the provisions hereof at law or by specific performance against the parties hereto in the event of a breach.

5. Entire Agreement of the Parties. Except in the case of the MOU, this Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the transaction described herein and contains all of the covenants and agreements between the parties with respect thereto in any manner whatsoever. To the extent the terms of this Agreement conflict with the terms of the MOU, the terms of this Agreement shall control. Any modification to this Agreement will be effective only if in writing and signed by the party to be charged. The recitals at the head of this Agreement are a part hereof.

6. Miscellaneous. This Agreement shall be governed by the laws of the State of Georgia. This Agreement may be executed by the parties in separate counterparts, each of which shall be an original. All signatures need not be on the same counterpart. The recitals at the head hereof are part of this Agreement. The provisions hereof will inure to the benefit of and be binding upon the parties and their successors and assigns. For purposes of this Agreement, Affiliates shall mean any entity directly or indirectly controlling, controlled by, or under common control with, Great Wolf Resorts Holdings, Inc., a Delaware corporation. The parties hereto have reviewed and approved the MOU, the Funding Agreement and the Subcontract. This Agreement, together with the MOU, the Funding Agreement and the Subcontract, shall be judicially validated in connection with the validation of the bonds to finance the "Center", as defined and provided in the MOU.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first written above.

CITY OF LAGRANGE, GEORGIA (SEAL)

BY: _____

ATTEST: _____

VISIT LAGRANGE, INC. (SEAL)

BY: _____
Chair

ATTEST: _____
Secretary

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 CODE SO AS TO MODIFY THE POLICY OF THE CITY RELATIVE TO NATURAL GAS SERVICE OUTSIDE OF THE CORPORATE LIMITS OF THE CITY; TO REPEAL COFLICTING ORDINANCES; TO FIX EFFECTIVE DATE; AND FOR OTHER PURPOSES.

In good news closing comments, Ms. Van Schoor shared with the Council that, because yesterday was the anniversary of 9/11, our LaGrange Fire Department held the annual Memorial Stair Climb Challenge at Callaway Stadium. All participants ran the 110 stadium flights up and 110 stadium flights down, significant to the 110 flights of stairs in the Twin Towers. During the event, the radio traffic from 9/11 was played. Chief John Brant led the challenge, and wanted to be sure the younger firefighters understood the significance of this day. Ms. Van Schoor then shared a moving video from the day's event.

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

Mayor

City Clerk