

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

April 9, 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. Jimmy McMillian of Baptist Tabernacle 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 March 26, 2019.

Mr. Mitchell introduced the new LaGrange Post Commander of the Georgia State Patrol, Sgt. 1st Class Scott Jeter. Sgt. Jeter is from the LaGrange area, and has worked many years in public safety, beginning as a Firefighter in Troup County in 1996. Sgt. Jeter assured the Council that he is here to help the community in any way possible, and his door is always open. Mayor Thornton thanked Sgt. Jeter for coming.

A public hearing was held to receive comments on a request to annex/zone property located adjacent to Whitesville Road. 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 CLASSIFY THE USE ZONE OF REAL ESTATE LOCATED ADJACENT TO WHITESVILLE ROAD AND OWNED BY THE GEORGIA TRAVEL CENTER, INC., KISMAT LODGING, LLC, LARRY E. GARNER, ANDREW B. GARNER, WAFFLE HOUSE, INC., AND SPRINGFIELD HOSPITALITY, LLC.; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

The LaGrange Youth Council presented to the City Council an overview of their projects and accomplishments this year. Mayor Thornton thanked them and the Staff for the hard work and effort they have put into the program.

Debra Ashley came before the Council to request the City Code be amended to include nuisances such as lighting issues and complaints, and giving Code Enforcement Officers the capability to enforce them. On a motion by Mr. Arrington seconded by Mr. Gaskin, Council voted unanimously to direct Staff to look into Ms. Ashley's complaint to see if any amendments can be made.

Ms. Threadgill presented to the Council a Board of Planning and Zoning Appeals recommendation for a Special Use Permit at 102 W. Bacon Street for a Group Residential Facility. On a motion by Mr. Edmondson seconded by Mr. Gore, Council voted unanimously to call for a public hearing to be held on May 14, 2019 at 5:30 p.m.

Ms. Threadgill presented to the Council a Board of Planning and Zoning Appeals recommendation to rezone property located on Hills and Dales Farm Road from R-2 (Residential) to C-1 (Neighborhood Commercial) for the construction of a senior living facility. On a motion by Mr.

Mitchell seconded by Mr. McCamey, Council voted unanimously to call for a public hearing to be held on May 14, 2019 at 5:30 p.m.

Ms. Threadgill presented to the Council a Board of Planning and Zoning Appeals recommendation to amend conditions of a prior rezoning of property located at Pegasus Parkway and Orchard Hill Road. On a motion by Mr. Edmondson seconded by Mr. McCamey, Council voted unanimously to call for a public hearing to be held on May 14, 2019 at 5:30 p.m.

On a motion by Mr. Mitchell seconded by Mr. Gaskin, Council voted unanimously to terminate the existing Agreement Regarding Hotel/Motel Tax Expenditures with the LaGrange Troup County Chamber of Commerce, and instructed Ms. Kelsey to give the required 60 day notice to the Chamber. Staff was instructed to prepare a Request for Proposal (RFP) to search for a new model where the DMO would only serve as a conduit to hire a professional marketing firm. Hybrid models will also be considered and evaluated. Ms. Kelsey will bring a recommendation back to the Mayor and Council by June 30, 2019. Mr. Edmondson stated for the record that he prefers brick and mortar services.

Mr. Gore announced that he attended a concert at Sweetland Amphitheater Saturday, April 6, 2019, and he noticed that there were many in attendance from out of town. He was very impressed with the interest in Sweetland outside of our area.

Mr. Gaskin thanked Ms. Kelsey and staff for the upgrades in the Council Chambers. Ms. Kelsey added that we are in the process of installing new audio/video equipment that will be ready within the next few weeks.

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

On a motion by Mr. McCamey seconded by Mr. Mitchell, Council voted unanimously to authorize the Mayor and Clerk to execute the following Commercial Sanitation Intergovernmental Contract and called for a meeting of the Solid Waste Management Authority Monday, April 15, 2019 at 12:00 p.m.

COMMERCIAL SANITATION INTERGOVERNMENTAL CONTRACT

This **COMMERCIAL SANITATION INTERGOVERNMENTAL CONTRACT** (this "Contract"), made and entered into as of April __, 2019, by and between the City of LaGrange, Georgia (the "City"), a municipal corporation duly created and existing under the laws of the State of Georgia, and the Solid Waste Management Authority of the City of LaGrange, Georgia (the "Authority"), a public corporation duly created and existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, City proposes convey to Authority title to certain commercial sanitation equipment (the "Equipment") for the efficient disposition of same;

WHEREAS, Authority agrees to accept title to such Equipment upon the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the respective covenants, representations, and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the Authority hereby agree as follows:

ARTICLE I

CONVEYANCE OF EQUIPMENT

Within ten (10) days of conveyance of this Contract, City shall convey to Authority that Equipment more fully described within Exhibit "A" which is attached hereto and incorporated herewith for the purpose of a more complete description of the property at issue.

ARTICLE II

SALE OF EQUIPMENT

Upon taking title to the Equipment as set forth in Article I, Authority shall take such steps as reasonably necessary in the discretion of the Authority to market and sell said Equipment. In doing so, Authority is authorized to make such sale by public bid, auction or negotiated conveyance.

ARTICLE III

PAYMENT

Within ten (10) days of conveyance and sale of Equipment by Authority as authorized herein, Authority shall remit and pay to City the proceeds received for such Equipment, minus reasonable expenses of sale.

ARTICLE IV

TERM

The Term of this Contract shall commence with the execution and delivery hereof and shall extend until the obligations of City and Authority hereunder have been performed, but in no event shall the Term hereof extend fifty (50) years from the date hereof.

ARTICLE V

MISCELLANEOUS

Section 5.1. Governing Law. This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

Section 5.2. Entire Agreement. This Contract expresses the entire understanding and all agreements between the parties hereto.

Section 5.3. Severability. If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

Section 5.4. Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 5.5. Amendments in Writing. No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto.

Section 5.6. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or five days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the Authority, respectively, at the addresses shown below or at such other addresses as may be furnished by the City or the Authority in writing from time to time:

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

Authority: City of LaGrange, Georgia
Solid Waste Management Authority of the
City of LaGrange, Georgia
200 Ridley Avenue
LaGrange, Georgia 30240
Attention: Chair

Section 5.7. Limitation of Rights. Nothing in this Contract, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Contract.

IN WITNESS WHEREOF, the City and the Authority have caused this Contract to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

CITY OF LAGRANGE, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
City Clerk

SOLID WASTE MANAGEMENT AUTHORITY
OF THE CITY OF LAGRANGE, GEORGIA (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 ANNEX TO THE CITY CONTIGUOUS REAL PROPERTY OWNED BY THE GEORGIA TRAVEL CENTER, INC., KISMAT LODGING, LLC, LARRY E. GARNER, ANDREW B. GARNER, WAFFLE HOUSE, INC., AND SPRINGFIELD HOSPITALITY, LLC, AND LOCATED ADJACENT TO WHITESVILLE ROAD; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

On a motion by Mr. McCamey seconded by Mr. Edmondson, Council voted unanimously to reappoint Edward Smith and Bill Stump to four year terms on the Downtown Development Authority of the City of LaGrange.

In good news closing comments, Ms. Van Schoor shared with the Council that Representative Randy Nix wanted to make sure that several members of the LaGrange Youth Council received proper recognition. After Representative Nix spoke at the LaGrange Youth Council meeting in November, several members from the National Honor Society at LaGrange Academy raised money for the pecan farmers affected by the Fall hurricane. He was so impressed that he asked Ms. Van Schoor to share the letter from Sam Watson, the Chair of the Georgia Rural Caucus. We are very proud of these LaGrange Youth Council members.

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

Mayor

City Clerk