

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

April 23, 2019

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

The meeting was called to order by Mayor Thornton, the invocation was given by Reverend Adam Roberts, Chaplain and Director of Spiritual Life and Church Relations, LaGrange College, and Mayor Thornton led the Pledge of Allegiance to the Flag.

On a motion by Mr. Edmondson seconded by Mr. McCamey, Council unanimously approved the minutes of the regular Council meeting held on April 9, 2019.

Shannon Johnson, Director of the Troup County Archives, came before the Council to give an overview of the records that are stored at Ft. Georgia, located on Vernon Street, where files are stored for the City, Troup County Commissioners, and Troup County Board of Education. Ms. Johnson explained to the Council that the area is quickly running out of room and they are in need of upgrading the storage system. She has spoken with Troup County and the Board of Education, and they have agreed to split the cost of the upgrade with the City, which would be approximately \$187,000 for each organization. This would be a one-time donation, in addition to the yearly agency funding each year. Troup County Commissioners have agreed to fund the remodeling and upgrades, and allow the City and Board of Education to re-pay the County for their part. The City would then enter into an Intergovernmental Agreement with Troup County. City Council instructed Ms. Kelsey to work with Ms. Johnson to try to meet their needs as the budget process approaches. No action was taken.

Yvonne Lopez, Director of Ark Refuge Ministry, came before the Council to give an update of the work that they do in the community and how many men are receiving services in the center. She also gave a brief explanation of the upcoming 400 Year Journey. No action was taken.

Chief Dekmar and Lieutenant Lohr presented certificates the 2019 graduates of the Citizen's Police Academy. The class learned about various topics consisting of constitutional policing, community outreach and use of force. The next class will be held beginning in September.

On a motion by Mr. Edmondson seconded by Mr. McCamey, Council voted unanimously to authorize the Mayor and Clerk to execute an Option for Right-of-Way with the Georgia DOT for two separate properties. One property is located on the NW corner of Hamilton Road and Fannin Street and is valued at \$35,508, the second is located on the NW corner of Hamilton Road and Union Street and is valued at \$176,000. The properties are part of the Hamilton Road widening project. A copy of the agreements is on file in the City Manager's office.

On a motion by Mr. Edmondson seconded by Mr. McCamey, Council voted to authorize the Mayor and Clerk to execute the following Annexation Agreements for property located adjacent to Whitesville Road. Mr. Mitchell abstained from voting and the vote passed 5 – 0.

AGREEMENT REGARDING ANNEXATION

This Agreement Regarding Annexation (hereafter "Agreement") is entered this ____ day of April, 2019, by and between **LARRY E. GARNER**, his successors and assigns (herein referred to as "Owner"), and the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereafter sometimes "City").

WHEREAS, Owner, through written application, requested that approximately 3.770 acres of real property adjacent to Whitesville Road be annexed into the corporate limits of the City of LaGrange, Georgia;

WHEREAS, City has analyzed the benefits and costs associated with providing services to the property proposed to be annexed, and has determined to annex the property only upon the agreement of Owner to demolish certain structures thereon;

WHEREAS, Owner recognizes and agrees that the conditions required by City for annexation are acceptable and will benefit the overall development of infrastructure and services to be provided to the property;

WHEREAS, it is the intent of City and Owner that the conditions set forth herein with regard to the demolition of certain structures be a covenant running with the land;

NOW THEREFORE, pursuant to and in exchange for the City's agreement to annex the property as described below, Owner agrees as follows:

1.

The requirements of this Agreement shall be applicable to the following real property:

All that tract or parcel of land lying and being in Land Lot 213 of the 6th District of Troup County, Georgia, being more particularly described as follows:

Commencing at the intersection of the easterly right-of-way of State Route 219 (150-foot right-of-way) with the northerly line of Land Lot 213; thence South 01 degrees 31 minutes 50 seconds West along the right-of-way of State Route 219 a distance of 299.96 feet to an iron pin found, this being the TRUE POINT OF BEGINNING.

From the POINT OF BEGINNING: thence south 88 degrees 39 minutes 40 seconds East, a distance of 160.03 feet to an iron pin found; thence North 01 degrees 30 minutes 58 seconds East, a distance of 23.00 feet to an iron pin found; thence South 88 degrees 40 minutes 03 seconds East, a distance of 155.00 feet to an iron pin found on the westerly right-of-way of the proposed access road; thence along the westerly right-of-way of the proposed access road South 01 degrees 30 minutes 58 seconds West, a distance of 45.00 feet to an iron pin found; thence South 88 degrees 39 minutes 17 seconds East, a distance of 324.97 feet to an iron pin found; thence North 01 degrees 30 minutes 32 seconds East, a distance of 322.02 feet to an iron pin found on the land lot line common to Land Lots 213 and 204; thence along said land lot line South 88 degrees 39 minutes 53 seconds East a distance of 20.00 feet to an iron pin found; thence South 01 degrees 30 minutes 32 seconds West, a distance of 200.03 feet to an iron pin found; thence South 01 degrees 30 minutes 32 seconds West a distance of 459.92 feet to an iron pin found; thence north 88 degrees 39 minutes 17 seconds West, a distance of 368.72 feet to an iron pin found; thence North 01 degrees 30 minutes 00 seconds East, a distance of 260.00 feet to an iron pin found; thence North 88 degrees 40 minutes 03 seconds West, a distance of 291.28 feet to an iron pin found on the easterly right of way of State Route 219, thence North 01 degrees 32 minutes 00 seconds East along the said right-of-way 99.94 feet to an iron pin found, this being the TRUE POINT OF BEGINNING, being a tract of 3.77 acres on improved property containing four motel buildings and related facilities.

Throughout this Agreement, said parcel is sometimes referred to as the "Property."

2.

As a condition for annexation of the Property, and within one hundred eighty (180) days of the annexation, Owner shall remove the old sign structure at the former Admiral Benbow Inn located on the Property.

3.

Owner agrees and covenants that the terms and conditions of this Agreement shall run with the land and shall bind the heirs, executors, successor-in-title and assigns of Owner.

4.

Upon execution of this document, it is the intent of the parties as a precondition to annexation of the Property by the Mayor and Council of the City of LaGrange that this document be properly recorded and indexed in the deed records of Troup County, Georgia.

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

LARRY E. GARNER

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

Unofficial Witness

Notary Public

AGREEMENT REGARDING ANNEXATION

This Agreement Regarding Annexation (hereafter "Agreement") is entered this ____ day of April, 2019, by and between **ANDREW B. GARNER**, his successors and assigns (herein referred

to as “Owner”), and the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereafter sometimes “City”).

WHEREAS, Owner, through written application, requested that approximately 0.367 acre of real property adjacent to Whitesville Road be annexed into the corporate limits of the City of LaGrange, Georgia;

WHEREAS, City has analyzed the benefits and costs associated with providing services to the property proposed to be annexed, and has determined to annex the property only upon the agreement of Owner to demolish certain structures thereon;

WHEREAS, Owner recognizes and agrees that the conditions required by City for annexation are acceptable and will benefit the overall development of infrastructure and services to be provided to the property;

WHEREAS, it is the intent of City and Owner that the conditions set forth herein with regard to the demolition of certain structures be a covenant running with the land;

NOW THEREFORE, pursuant to and in exchange for the City’s agreement to annex the property as described below, Owner agrees as follows:

1.

The requirements of this Agreement shall be applicable to the following real property:

All that tract or parcel of land lying and being in Land Lot 213 of the 6th District of Troup County, Georgia, containing 0.367 acre, and more particularly described on that certain plat of survey prepared by J. Hugh Camp, GRLS 939, dated June 30, 1977 and entitled “The Property of Huddle House, Inc.”, as recorded in Plat Book 17, Page 59, Troup County, Georgia Deed Records; said plat being incorporated herein and made a part hereof for the purpose of a more complete and accurate description.

Throughout this Agreement, said parcel is sometimes referred to as the “Property.”

2.

As a condition for annexation of the Property, and within one hundred eighty (180) days of the annexation, Owner shall demolish and remove from the Property the former Huddle House sign structure and former Huddle House building.

3.

Owner agrees and covenants that the terms and conditions of this Agreement shall run with the land and shall bind the heirs, executors, successor-in-title and assigns of Owner.

4.

Upon execution of this document, it is the intent of the parties as a precondition to annexation of the Property by the Mayor and Council of the City of LaGrange that this document be properly recorded and indexed in the deed records of Troup County, Georgia.

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

SIGNATURES CONTINUED ON FOLLOWING PAGE

ANDREW B. GARNER

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

Unofficial Witness

Notary Public

On a motion by Mr. McCamey seconded by Mr. Edmondson, Council voted to approve the following ordinance. Mr. Mitchell abstained from voting and the vote passed 5 – 0.

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.

WHEREAS, The Georgia Travel Center, Inc., Kismat Lodging, LLC, Larry E. Garner, Andrew B. Garner, Waffle House, Inc., and Springfield Hospitality, LLC, (hereafter “Owners”) are the owners of land herein referred to which is contiguous to the existing corporate limits of the City of LaGrange, Georgia, as defined by the laws of the State of Georgia, such land being described in Exhibit “A” attached hereto;

WHEREAS, Owners have filed with the City of LaGrange written and signed applications requesting that the land area described within Exhibit “A” be annexed to and made a part of the City of LaGrange, a copy of such requests being attached hereto and made a part hereof as Exhibit “B”;

WHEREAS, upon such requests the Mayor and Council of the City of LaGrange have determined such applications meet the requirements of laws contained within O.C.G.A. ' 36-36-20, et seq.;

WHEREAS, the City of LaGrange upon accepting said applications timely notified the Board of Commissioners of Troup County, Georgia, of the proposed annexation and attached hereto as Exhibit “C” is evidence that said body interposes no land use classification objection to the annexation pursuant to O.C.G.A. ' 36-36-11;

WHEREAS, the area proposed for annexation adjoins and is contiguous to the present corporate limits of the City of LaGrange as defined by the laws of this state;

WHEREAS, a complete survey of the area to be annexed has been prepared by a competent surveyor and has been filed with and reviewed by the Mayor and Council of the City of LaGrange, Georgia with a copy of said plat of survey being attached to the ordinance as Exhibit “D” and by this reference made a part hereof;

NOW THEREFORE, the Mayor and Council of the City of LaGrange, Georgia, hereby ordain as follows:

SECTION 1:

That the applications of The Georgia Travel Center, Inc., Kismat Lodging, LLC, Larry E. Garner, Andrew B. Garner, Waffle House, Inc., and Springfield Hospitality, LLC for annexation of the areas contiguous to the City of LaGrange, as described in Exhibit AA@ and as shown on the plat attached as Exhibit “D,” be and the same are hereby approved, and the contiguous area proposed for the annexation is hereby annexed to the City of LaGrange so that such land shall constitute a part of the land within the corporate limits of the City of LaGrange as fully and completely as if the limits had been marked and defined by a special act of the General Assembly of Georgia.

SECTION 2:

That a copy of this ordinance, together with a description of the area to be annexed thereto as Exhibit “A,” a copy of the written requests for annexation attached thereto as Exhibit “B” and a copy of the plat of survey attached thereto as Exhibit “D,” all duly certified by the City Clerk of

the City of LaGrange, be forwarded to and filed with the Georgia Department of Community Affairs and also forwarded to the Board of Commissioners of Troup County, Georgia.

SECTION 3:

That the area annexed as described in Exhibit "A" shall for the purposes of electing members of the City Council be within and designated as District 2.

SECTION 4:

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5:

This ordinance, after adoption and upon approval by the Mayor and Council, shall become effective according to the terms of O.C.G.A. ' 36-36-2 on the 1st day of May, 2019.

INTRODUCED AND FIRST READING _____ April 9, 2019

SECOND READING AND ADOPTED _____ April 23, 2019

SUBMITTED TO MAYOR AND APPROVED _____ April 23, 2019

BY: /s/ James C. Thornton, Mayor _____

ATTEST: /s/ Sue Olson, City Clerk _____

On a motion by Mr. Edmondson seconded by Mr. McCamey, Council voted to approve the following ordinance. Mr. Mitchell abstained from the vote and the vote passed 5 – 0.

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 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 classify as C-3 (general commercial district) the following described real estate which is to be annexed into the corporate limits of the City of LaGrange, to wit:

All those tracts or parcels of land located adjacent to Whitesville Road and known as Troup County Tax Map Parcels: 059-1-000-038; 059-1-000-039; 052-2-000-005; 052-2-000-006; 052-2-000-008; 052-2-000-007; and 52-2-000-005A.

SECTION 2:

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

SECTION 3:

Pursuant to Official Code of Georgia Annotated Section 36-66-4(d)(4), this ordinance after adoption by the Council and upon approval by the Mayor, shall become effective upon the latter of the following dates: (1) the date the zoning is approved by the Mayor and Council; or (2) the date that the annexation of the above-referenced property becomes effective pursuant to Official Code of Georgia Annotated 36-36-2.

INTRODUCED AND FIRST READING _____ April 9, 2019

SECOND READING AND ADOPTED _____ April 23, 2019

SUBMITTED TO MAYOR AND APPROVED _____ April 23, 2019

BY: /s/ James C. Thornton, Mayor

ATTEST: /s/ Sue Olson, City Clerk

On a motion by Mr. Mitchell seconded by Mr. Edmondson, Council voted unanimously to appoint Jenni Sampson to fill the unexpired term of Charles Hudson, Jr. on the Historic Preservation Commission.

Debra Ashley came before the Council to again express her concerns for her neighbor’s light shining directly into her window. Ms. Ashley came to the Council a few weeks ago and asked if there was anything that could be done to force the neighbor to move the light. Since that time, staff has been searching to see if we have any laws or Codes on the books that can help her but thus far they have found none. Ms. Kelsey stated that we may be able to work something through our zoning ordinance but that we are still looking into it. Council instruction staff to continue searching to see if we are able to help Ms. Ashley.

In good news closing comments, Ms. Van Schoor announced that since we have our new video equipment installed in the Council Chambers, we wanted to show you some good news. The video is courtesy of Phillip Sledge from the Southbend Skateboard Park Grand Opening on April 20, 2019. She also expressed our appreciation to Stantec and New Line Skateparks for working with us on the skatepark, helping us put on a fun event, and gifting those awesome decks for our Mayor and Council.

Also, Ms. Van Schoor reminded the Council about our “Leaving LaGrange Better Than We Found It” event for this Friday 8 a.m.-1:00 p.m. City employees will be shutting down the government to pick up litter in our community. We also have the following community partners to thank – Caterpillar, Calumet Bank, LaGrange Academy, Duracell, Bowman Hollis, Jindal Films, Hobby Lobby, and our own LaGrange Youth Council. If it rains, we’ll pick it up on Monday!

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

Mayor

City Clerk