

**Minutes
CITY OF FOLKSTON
REGULAR MONTHLY MEETING
January 13, 2025**

The Mayor and Council of the City of Folkston met in regular session on January 13, 2025 at City Hall.

Mayor Lee Gowen called the meeting to order at 6:30 pm. He gave the invocation and led the pledge of allegiance.

Members Present: Lee Gowen, Mayor
Marion Davis Jr.
Rick Carter
Rob Roberson
Bruce Young

Members Absent: Ruby Baker

Also Present: Leonard H. Lloyd, City Manager
Darlene Williamson, City Clerk
Wesley Green, Police Chief
Leta Carter, Assistant Clerk

Visitors: Jamie Gardner, Charlton County Herald, Elaine Bailey, Waldron Hamilton and Tammy King

Mayor Lee Gowen welcomed the guest.

AGENDA

Mr. Rob Roberson made a motion to approve the agenda as presented. Mr. Bruce Young seconded the motion and it passed by unanimous vote.

MINUTES

Mr. Bruce Young made a motion to approve the minutes for the Regular Meeting, December 16, 2024 as presented. Mr. Rick Carter seconded the motion and it passed by unanimous vote.

APPROVE INCOME AND EXPENSE STATEMENTS

Mr. Marion Davis made a motion to approve the income and expense statements for December, 2024 as presented. Mr. Rob Roberson seconded the motion and it passed by unanimous vote.

POLICE DEPARTMENT REPORT

Chief Wesley Green stated the police department filed 24 incident reports, investigated 7 accidents and answered 964 calls during the month of December, 2024.

The police department collected \$3992.50 in fines and forfeitures; the city's portion is \$2,438.89.

CITY MANAGER REPORT

Mr. Lloyd stated the locates were high for December, 2024 and the work orders for repairs were up during that time.

He then reported that there were no workers comp cases for 2024.

APPROVE JOHN ADAMS MUNICIPAL COURT JUDGE

Mr. Marion Davis made a motion to appoint Judge John Adams as the city's Municipal Court Judge. Mr. Bruce Young seconded the motion and it passed by unanimous vote.

APPROVE CONTRACT / TAX COMMISSIONER

Mayor Lee Gowen stated the contract for delinquent tax collections by Debra Mizell, Charlton County Tax Commissioner needs to be approved for renewal, there are no changes in the contract.

Mr. Rob Roberson made a motion to approve the contract for delinquent tax collections by Debra Mizell, Charlton County Tax Commissioner. Mr. Rick Carter seconded the motion and it passed by unanimous vote.

APPROVE BOARD OF ELECTION AGREEMENT

Mayor Lee Gowen informed the council that the Board of Election requires an agreement to hold the 2025 city election.

Mr. Rick Carter made a motion to approve the agreement with the Board of Election to hold the 2025 city election. Mr. Rob Roberson seconded the motion and it passed by unanimous vote.

APPROVE 2025 ELECTION QUALIFYING FEES

Mayor Lee Gowen stated the qualifying fees for the 2025 election will need to be approved for the advertising Requirements. The Mayor, Council Post 1-A and 1-B are the positions to be advertised in January 2025.

The qualifying fee for Mayor is \$302.00 and council member is \$72.00.

Mr. Bruce Young made a motion to approve the qualifying fee for Mayor in the amount of \$302.00 and City Council in the amount of \$72.00 for 2025 election. Mr. Rob Roberson seconded the motion and it passed by unanimous vote.

ADJOURN:

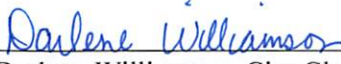
Mr. Rob Roberson made a motion to adjourn. Mr. Bruce Young seconded the motion and it passed by unanimous vote.

The meeting adjourned at 6:41 PM.



Lee Gowen, Mayor

ATTEST:



Darlene Williamson, City Clerk

City of Folkston
Regular Monthly Meeting

January 13, 2025

Please Print

Sign In

Elaine Bailey
Walden Hamilton
Army Day

STATE OF GEORGIA
COUNTY OF CHARLTON

AGREEMENT

This agreement dated this the 13th day of January in the Year of our Lord Two Thousand-Twenty-Five (2025), by and between the **CITY OF FOLKSTON**, a Municipal Corporation of the State of Georgia, County of Charlton, hereafter referred to as the "City", and the **Charlton County Board of Commissioners** hereafter referred to as the "Board of Commissioners".

WHEREAS, from time to time, the City of Folkston conducts municipal elections:

WHEREAS, pursuant to House Bill 569 of the 2011 Regular Session of the Georgia General Assembly, upon signature of the Governor on May 11, 2011, effective June 1, 2011 there was created the Charlton County Board of Elections and Registration, hereafter referred to as "Board of Elections";

WHEREAS, the Board of Elections is responsible for county, state, and federal elections in Charlton County, Georgia and is well versed in State and Federal Election Laws;

WHEREAS, pursuant to Section 12(b) of said House Bill 569, the Board of Elections has the authority to serve as municipal registrar and to conduct municipal elections and primaries for any municipal corporation located within Charlton County if such municipal corporation has entered into a contract for that purpose with the Board of Commissioners;

WHEREAS, the City desires to contract with the Board of Commissioners to conduct all municipal elections of the citizens of the City pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized to provide, including an agreement for the conduct of the City elections;

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections;

City of Folkston – Board of Commissioners Agreement re: Elections

WHEREAS, the city desires to utilize the state owned Direct Record Electronic Voting System ("DREVS") but is without the technology and training to utilize said System; and

WHEREAS, the City and Board of Commissioners desire to enter into an agreement defining the responsibilities of the parties, cost of the elections, training of poll workers, absentee ballots, and early voting for all future municipal elections taking place during the life of this agreement.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1.

The above stated recitations are true and correct.

2.

This agreement shall commence on the date of the last signature hereon and shall expire on December 31, 2035, unless otherwise terminated as set forth herein.

3.

The Board of Elections shall perform all duties as superintendent of elections as specified in Chapter 2 of Title 21 of the Official Code of Georgia Annotated, including but not limited to qualification of candidates, operation of the DREVS, printing of absentee and early voting ballots as necessary, hiring, training, and supervision of poll workers, tabulation of votes, all reporting of the outcome of the election as required by law, maintenance of proper records, and all other responsibilities attendant to the said election.

4.

Pursuant to this Agreement and Georgia law, the City shall pay to the Board of Commissioners all costs incurred in performing the functions agreed upon herein. Qualification fees paid by candidates in municipal elections to the Board of Elections shall be retained and applied toward the cost of holding the election.

5.

5.

All candidates for public office in municipal elections covered by this agreement shall file all financial disclosure reports required by Chapter 5 of Title 21 of the Official Code of Georgia with the Board of Elections.

6.

The City shall have the right to terminate this agreement for any reason upon giving the Board of Commissioners written notice at least six months in advance of the date of termination. The Board of Commissioners shall have the right to terminate this agreement for any reason upon giving the City written notice at least six months in advance of the date of termination.

City of Folkston – Board of Commissioners Agreement re: Elections

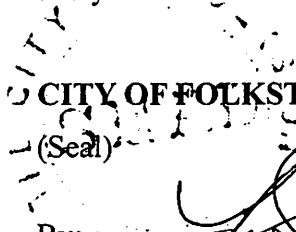
7.

To the extent allowed by law, the City agrees to release, indemnify, and hold harmless Charlton County, Georgia, the Board of Commissioners, the Board of Elections, and their agents and employees from and against any and all loss, damage, injury, claims, expenses and demands arising out of or connected in any way with the conduct of the elections, which are not occasioned by any gross negligence or illegal conduct on the part of Charlton County, Georgia, the Board of Commissioners, the Board of Elections, and their agents and employees.

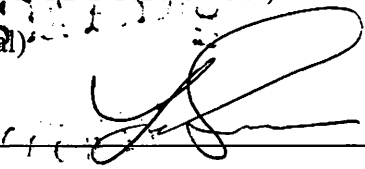
8.

This Agreement supersedes all prior discussions and agreements between the parties with respect to the special election and all future elections. This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the City and Board of Commissioners after the date hereof.

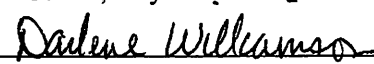
In witness whereof, the parties have signed, sealed, and delivered this agreement the date and year first above written.

CITY OF FOLKSTON, GEORGIA

(Seal)

By: 

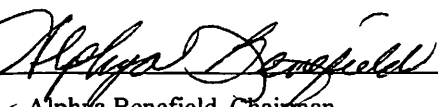
Lee Gowen, Mayor

Attest: 

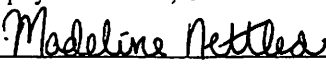
Darlene Williamson, City Clerk

CHARLTON COUNTY BOARD OF COMMISSIONERS

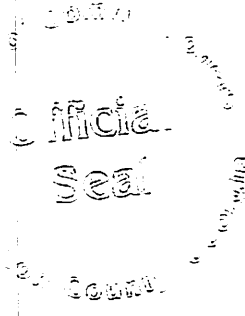
(Seal)

By: 

Alpha Benefield, Chairman

Attest: 

Madeline Nettles, County Clerk

City of Folkston – Board of Commissioners Agreement re: Elections

GEORGIA, CHARLTON COUNTY

THIS AGREEMENT, made and entered into this 13th day of January, 2025, by and between the City of Folkston as party of the first part and Debra Mizell, Tax Commissioner of Charlton County, Georgia, and her successor in office as party of the second part,

WITNESSETH:

That first party does hereby contract with and authorize second party, and second party does hereby contract with first party, pursuant to Section 48-5-359.1 of the Official Code of Georgia Annotated, as follows:

1. Second party does hereby agree to assess and collect the municipal taxes for the City of Folkston for taxable year 2025 and to collect all delinquent taxes for All years prior to 2025 in the same manner as the assessment and collection of county taxes.
2. Second party is hereby authorized to invoke any remedy permitted for the Collection of county taxes.
3. Second party shall be paid ten per cent (10%) of the amounts of all municipal taxes collected by her.
4. This agreement may be renewed for the taxable year 2025 and for subsequent years.
5. This agreement may be amended or terminated by either party with a 180 day written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures, in duplicate, the day and year first above written.

City of Folkston

BY: _____

Mayor, Lee Gowen

BY: _____

Tax Commissioner, Debra Mizell

Signed, sealed and delivered
in the presence of:

Darlene Williamson

City Clerk, Darlene Williamson