

**Minutes
CITY OF FOLKSTON
REGULAR MONTHLY MEETING
May 19, 2025**

The Mayor and Council of the City of Folkston met in regular session on May 19, 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
Ruby Baker
Marion Davis Jr.
Rick Carter
Rob Roberson
Bruce Young

Members Absent:

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

Visitors: Melodey Martindale, Okefenokee Chamber;
Bill Masey; Elaine Bailey, Leslie Kulwik, Helene Smith, and Kelvin Henderson

Mayor Lee Gowen welcomed the guest.

AGENDA

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

MINUTES

Mrs. Ruby Baker made a motion to approve the minutes for the Regular Meeting, March 17, 2025 as presented. Mr. Rob Roberson seconded the motion and it passed by unanimous vote.

APPROVE INCOME AND EXPENSE STATEMENTS

Mr. Rob Roberson made a motion to approve the income and expense statements for April, 2025 as presented. Mr. Bruce Young seconded the motion and it passed by unanimous vote.

POLICE DEPARTMENT REPORT

Chief Wesley Green stated the police department filed 26 incident reports, investigated 8 accidents and answered 929 calls during the month of April, 2025.
The police department collected \$12,234.00 in fines and forfeitures; the city's portion is \$10,090.65.

CITY MANAGER REPORT

Mr. Lloyd stated the bids for the LMIG projects will go out the first of June. The construction is expected to begin in August. The projects are Sixth Street, from Kingsland Drive to Third Street and Martin Street, from Eighth Street to Sixth Street.

The benches and trash cans have been placed in the Veteran's Park and Cemetery. The city ordered and received three picnic tables with seats for the Depot grounds. Additional benches will be ordered as the budget allows.

APPROVE INTERGOVERNMENTAL AGREEMENT / SCHOOLS

Mayor Lee Gowen stated the Intergovernmental agreement is for five years, this year being the renewal year. The agreement remains the same as previous with two officers assigned to the schools. Agreement Attached.

Mr. Bruce Young made a motion to approve the Intergovernmental Agreement for Placement of Officers at Schools as presented. Mr. Rick Carter seconded the motion and it passed by unanimous vote.

APPOINT LIBRARY BOARD MEMBER

Mayor Lee Gowen informed the council that the library is requesting that Gracie Geiger be appointed to replace Bill Joiner who is deceased.

Mr. Marion Davis made a motion to appoint Gracie Geiger as the city representative for the Library Board. Mr. Rick Carter seconded the motion and it passed by unanimous vote.

APPOINT SOUTHERN GEORGIA AGING ADVISORY COUNCIL REPRESENTATIVE

Mr. Bruce Young made a motion to reappoint Mrs. Ruby Baker as the representative on the Southern Georgia Aging Advisory Council. Mr. Rick Carter seconded the motion and it passed by unanimous vote.

APPOINT DOWNTOWN DEVELOPMENT AUTHORITY BOARD MEMBERS

Mayor Lee Gowen informed the council that Mr. Ted Kelly has moved away and is no longer a member. Mr. Phillip Lott has requested to be a board member. Then he stated that Mrs. Brook Taylor is requesting to be replaced by her husband Mr. Drew Taylor.

Mr. Rick Carter made a motion to appoint Mr. Phillip Lott and Mr. Drew Taylor as Downtown Development Authority Board Members. Mrs. Ruby Baker seconded the motion and it passed by unanimous vote.

GENERAL DISCUSSION

Mrs. Elaine Bailey announced that Charlton County Family Connection will host a job fair at the Bethune School gym on Tuesday, June 27th starting at 11:00 AM until 2:30 PM.

Mrs. Melodey Martindale, Chamber Director thanked the city for the repairs made to the Depot and the tables that were added to the area. She then stated the next coffee and connection will be held on Monday, June 3rd at 8:00 AM. The next event will be the Okefenokee Padget on September 20th, more information will be available at a later time.

Ms. Helene Smith, owner of Folkston Laundry Mat had questions about the dog ordinance and stated her complaint of dogs that were allowed to roam freely on her property. She was advised to contact the Sheriff's office and request an officer to her property when there is an issue with a dog.

Ms. Leslie Kulwik with Heart-to-Heart Animal Human Society gave information concerning their organization and what they are doing to help with animals in our community. They are staffed with all volunteer members. They are actively doing Trap, neuter, vaccinate and return (TNVR) on cats in the area, along with several other activities.

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 7:07 PM.



Lee Gowen, Mayor

ATTEST:



Leta Carter, Deputy Clerk

STATE OF GEORGIA
COUNTY OF CHARLTON

**INTERGOVERNMENTAL AGREEMENT
REGARDING PLACEMENT OF OFFICERS AT SCHOOLS**

This Agreement dated as of the date of the last signature hereon, but effective as of July 1, 2025, by and between the **CHARLTON COUNTY SCHOOL DISTRICT**, hereafter referred to as the "District", and the **CITY OF FOLKSTON**, a Municipal Corporation of the State of Georgia, County of Charlton, hereafter referred to as the "City".

WHEREAS, the City furnishes to the District officers employed with the Folkston Police Department (hereinafter "FPD") at Bethune Middle School and Folkston Elementary School; and

WHEREAS, the District and the City desire to reduce to writing the terms and conditions of their arrangement regarding the provision of an officer; and

WHEREAS, this Agreement is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia allowing the City and District to contract with each other for the provision of services for a period not to exceed 50 years;

WHEREAS, due to district needs and the availability of City personnel to meet those needs, the District and the City sought to amend the agreement to increase to \$77,635.00 the amount the District will reimburse the City for use of those officers;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term of this Agreement.** The term of this Agreement shall commence as of July 1, 2025 and shall expire at the end of the day on June 30, 2030 unless sooner terminated in accordance with the provisions set forth herein.

2. **City to Provide and Furnish Officers to District.** During the term of this Agreement, the City will provide two (2) Georgia Peace Officer Standards and Training Council (hereinafter "POST") certified officer who are a officers with the Folkston Police Department to the District to provide school security, law enforcement, and to perform such other duties ancillary thereto.

3. **Time Officer to be on Duty.** The officer provided and furnished to the District will be at the assigned school during all weekdays when the schools within the District are open for attendance by students (180 days). Generally, the officer so provided will be at the assigned school from 7:30 a.m. until 3:30 p.m. However, each party to this Agreement agrees and understands that, in furtherance of his/her general law enforcement and peace keeping function, the officer may leave the premises of the assigned school periodically as necessary. If the officer assigned to a school has to leave the premises of that school during the hours of assignment, the officer shall alert the principal, or his/her designee, of that fact as soon as possible.

4. **Reimbursement for Officer.** Each day an officer has been provided to the District Pursuant to this Agreement, the District shall reimburse the City for the portion of the officer's salary and benefits attributable to the days assigned to a school. Annually, the District shall pay to the City the amount of \$77,635.00 for the provision of an officer as provided by this Agreement, payable in ten (10) equal monthly payments of \$7,763.50, beginning in August and ending in May each year this Agreement is effective, or as invoiced by the City. Each payment shall be made on or before the last day of each month a payment is due. If for any reason an officer is provided to the District for less than 180 days during the school year, the difference between the number of days an officer was provided and 180 shall be multiplied by \$215.65, and the product shall be deducted from the final payment (or payments, as the case may be) due from the District to the City. By way of example, and not limitation, if schools are open for attendance by students for 175 days during a school year, and an officer is provided for

each of those days, the total payment due would be reduced by \$2,166.50 (\$216.65 per day x 2 officers per day x 5 days).

The City shall be responsible for supplying all equipment necessary and shall pay for all training for the officer provided to the District.

5. **School Assignments.** The officers provided and furnished to the District will be assigned to Bethune Middle School and Folkston Elementary School.

6. **Officer is Employee of the City.** Any officer provided and furnished to the District shall remain employees of the City. They are not, and shall not be considered, agents or employees of the District. The parties hereto acknowledge that the exercise of law enforcement powers is not subject to the control of school administration, and that the exercise of such law enforcement powers is independent from the control and supervision of the District and its employees. In the exercise of his/her law enforcement powers, such officer remains under the supervision and control of the Chief of the FPD and the District will not interfere with such exercise, including a decision by an officer to arrest or not arrest a student.

7. **Duties of Officer Provided to District.** The officer provided and furnished to the District shall be required to perform such duties as are necessary and appropriate to carry out his/her mandate to provide school security and law enforcement for the assigned schools. The officer may also perform such other duties as requested by the principal of the school where such officer is assigned. However, the officer shall not perform these additional duties which are contrary to the standard operating procedures of the FPD or the direction of the Chief of the FPD. A Job Description of what is generally expected of officers provided and furnished to the District is attached to this Agreement as Exhibit A.

8. **Assignment and Reassignment of Officer to School.** The identity of the officer selected to be assigned to the District shall be determined by the Chief of the FPD after consultation with the principal of the relevant school. In the event of inadequate or

unsatisfactory performance of the duties and responsibilities of the officer assigned to the District, or if the presence of the officer otherwise disrupts the efficient administration of the school, the principal of the school where the officer is assigned may request that the City assign a different officer to that school. If the performance or disruption issues cannot, after reasonable efforts, be remedied, the City shall endeavor to honor the principal's request.

9. **Assistance and Backup.** It is acknowledged by each party hereto that any officer shall at all times have the right to call upon other peace officers for assistance or backup.

10. **Termination of this Agreement.** Either party shall have the right to terminate this Agreement for any reason by giving the other party hereto ninety (90) days written notice of termination. In the event this Agreement is terminated pursuant to this paragraph, no additional payments shall be due from the District to the City after termination, and the District shall only be responsible for reimbursing the City for days when an officer was actually provided to the District prior to termination.

11. **Other Documents.** The parties hereto agree to execute such other documents as may be necessary and proper for the implementation and consummation of this Agreement.

12. **Notices.** Any notice required or permitted by this agreement shall be in writing and shall be deemed delivered in person or if sent by certified mail, postage prepaid, return receipt requested, addressed as follows, unless such address is changed by written notice hereunder:

If to the District:

Charlton County Board of Education
Attn: Superintendent
37 Touchdown Lane
Folkston, Georgia 31537

If to the City:

City of Folkston
Attn: City Manager
541 First Street
Folkston, GA 31537

Notice given by properly addressed certified mail, return receipt requested, shall be deemed delivered not later than the second business day after mailing, irrespective of whether claimed by the addressee.

13. **Counterparts.** For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed to be an original instrument. The parties may deliver signature pages to their respective counterparts by facsimile transmission, and each such signature delivered by facsimile transmission shall be deemed to be an original signature.

14. **Section and Subsection Headings.** The Section and subsection headings contained in this Agreement are for convenience only in shall in no manner be construed as a part of this Agreement.

15. **Amended Only in Writing.** This Agreement may be modified or amended only by an instrument in writing signed by each party hereto.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in office.

17. **Governing Law.** This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal laws of the State of Georgia (without giving effect to any conflict or choice of law rules or principles that might require this Agreement to be governed by or interpreted, construed, or enforced under the laws of another jurisdiction).

18. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Entire Agreement.** The parties hereto acknowledge that this document, along with any other documents referred to herein, contains the entire agreement of the parties and that there are no representations, inducements or other provisions other than those expressed herein.

IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this

Charlton County School District/City of Folkston
Intergovernmental Agreement re: Placement of Officers at Schools

agreement the date and year indicated below.

CHARLTON COUNTY SCHOOL DISTRICT

Signed, sealed, and delivered
this 20th day of May, 2025.

By: Curtis Nixon
Curtis Nixon, Chairman
Board of Education

Edna J. R.
Witness

Attest: B. T. T.
DR. BRENT TILLEY, Superintendent and
Ex-Officio Secretary
Board of Education

Brenda Lee Whitehead
Notary Public

CITY OF FOLKSTON, GEORGIA

Signed, sealed, and delivered
this 20 day of May, 2025.

By: Lee Gowen
LEE GOWEN, Mayor



Marly J. Beum
Witness

Attest: Darlene Williamson
DARLENE WILLIAMSON, City Clerk

Leta M. Carter
Notary Public

