

**Stewart County Commissioners**  
Called Meeting Minutes  
1764 Broad Street, Lumpkin, Georgia 31815  
Tuesday, September 5, 2017  
4:00PM

A called meeting of the Stewart County Board of Commissioners was held on Tuesday, September 5, 2017. The meeting convened at 4:00PM at the Stewart County Courthouse, Chairman Joseph Williams presiding.

**Pledge of Allegiance** – In unison by all

**Roll Call**

Present: Chairman Joseph Williams, Vice Chair Arcola Scott, Commissioner Tyrone Nelson, and Commissioner Joe Lee Williams.

Absent: Commissioner Ernie Brown

Other Staff: Jacqueline Sutton Ball, Clerk and Mac Moye, County Manager

A motion was made to amend the agenda to add to include the school board millage rate by Commissioner Tyrone Nelson and Seconded by Commissioner Joe Lee Williams. All were in favor and motion carried.

— **Old Business**

**Administrative Matters**

- A motion was made by Commissioner Joe Lee Williams to adopt the County Millage Rate of 11.613 and seconded by Commissioner Tyrone Nelson. All were in favor and motion carried.
- A motion was made by Commissioner Joe Lee Williams to approve the Board of Education School Resource Officer Contract and seconded by Commissioner Tyrone Nelson. All were in favor and motion carried.
- The school millage rate was set at 15.049.


**Commissioner's Comments** - None

**Adjournment**

A motion was made by Commissioner Joe Lee Williams to adjourn the meeting and seconded by Commissioner Tyrone Nelson. All were in favor and motion carried.

Meeting adjourned at 4:02PM.

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Jacqueline Sutton Ball, County Clerk

  
Joseph Williams, Chairman

# Stewart County Commissioners

Work Session Agenda

1764 Broad Street, Lumpkin, Georgia 31815

Tuesday, September 5, 2017

4:30PM

A Work Session Meeting of the Stewart County Board of Commissioners was held on Tuesday, September 5, 2017. The meeting convened at 4:30PM at the Stewart County Courthouse, Chairman Joseph Williams presiding.

## Roll Call

Present: Chairman Joseph Williams, Vice Chair Arcola Scott, Commissioner Tyrone Nelson, Commissioner Ernie Brown, and Commissioner Joe Lee Williams.

Other Staff: Jacqueline Sutton Ball, Clerk and Mac Moye, County Manager

## Reports

- A. EMS Director
- B. Road Superintendent
- C. Board of Elections (Chairman Larry Westbrook & Todd Black) – No Show
- D. County Manager (Mac Moye)

## Items to be discussed

- A. Discuss mid-year budget adjustments as needed
- B. LMIG bid---Oxford
- C. Pauper's Funeral Fund
- D. Safety Resolution
- E. Discuss E911 Commission (county attorney to advise)
- F. Discuss disposal of tires
- G. Reappointment of Bonnie Cannington to the Econor
- H. Resolution on judicial tax sales
- I. Zoning and building permits
- J. Disposal of brush and limbs

## Commissioner's Comments

- Chairman Joseph Williams – None
- Vice Chair Arcola Scott – Development Authority Board has two people attending training on September 14, 2017. Please pay mileage and registration.
- Commissioner Joe Lee Williams – None
- Commissioner Tyrone Nelson – None
- Commissioner Ernie Brown – None

## Adjournment

A motion was made by Chairman Joseph Williams to adjourn the meeting and seconded by Commissioner Tyrone Nelson. All were in favor and motion carried.

Meeting adjourned at 6:07PM.

  
Jacqueline Sutton Ball, County Clerk

  
Joseph Williams, Chairman

**Stewart County Commissioners**  
Regular Meeting Agenda  
1764 Broad Street, Lumpkin, Georgia  
Tuesday, September 19, 2017  
4:30PM

A regular meeting of the Stewart County Board of Commissioners was held on Tuesday, September 19, 2017. The meeting convened at 4:30PM at the Stewart County Courthouse, Chairman Joseph Williams presiding.

**Pledge of Allegiance** – in unison by all

**Roll Call**

In attendance: Chairman Joseph Williams, Vice Chair Arcola Scott, Commissioner Tyrone Nelson, Commissioner Ernie Brown and Commissioner Joe Lee Williams.

Other Staff: Jacqueline Sutton Ball, Clerk, and Mac Moye, County Manager

A motion was made to amend the agenda to add Mr. Bradshaw, Mr. Precise and Mr. Holloway for “Public Appearance” and seconded by Commissioner Tyrone Nelson. All were in favor and motion carried.

**Public Appearance**

Conditional Use of Portable Sawmill – Mr. Matthew Holloway, Mr. Dennis Precise and Mr. Rusty Bradshaw

**Reports**

County Manager’s Report – Reviewed and Discussed

**Reading and Approval of Minutes**

A motion was made to approve the August 2017 meeting minutes by Vice Chair Arcola Scott and second by Commissioner Tyrone Nelson. All were in favor and motion carried.

**Old Business**

**Administrative Matters**

- A. Reappointment to Economic Development Authority Board – A motion was made to reappoint Bonnie Cannington to the Economic Development Authority Board by Vice Chair Arcola Scott and seconded by Commissioner Tyrone Nelson. All in favor and motion carried.
- B. Mid-year Budget Adjustments - Discussed
- C. LMIG bid---Oxford – A Motion was made to accept the bid by Oxford Construction of \$699,650.00 for the 2016 – 2017 LMIG project for the repair and resurfacing of Trotman Road by Commissioner Joe Lee Williams and seconded by Vice Chair Arcola Scott. All were in favor and motion carried.
- D. Disposal of Tires Recommendation – A motion was made to adopt and approve the Waste Management Services offered to Stewart County citizens with an amendment to exclude contractors by Commissioner Ernie Brown and seconded by Commissioner Joe Lee Williams. All were in favor and motion carried.
- E. Disposal of Brush and Limbs Recommendation – Included Above
- F. E911 Authority invoice – Discussed
- G. Zoning Commission Re-appointments – A motion was made to reappoint Russell Henson, David Barrett and Gregory Britton to the Zoning Commission Board by Commissioner Joe Lee Williams and seconded by Commissioner Ernie Brown. All were in favor and motion carried.
- H. Intergovernmental Agreement between the City of Lumpkin and Stewart County – A motion was made to enter into the intergovernmental agreement between Stewart County and the City of Lumpkin for the conduct of municipal elections for the City of Lumpkin by Vice Chair Arcola Scott and seconded by Commissioner Joe Lee Williams. All were in favor and motion carried.

## New Business

### Administrative Matters

- A. Conditional Use of Portable Sawmill – A motion was made to approve the conditional use of a portable sawmill on property located at 252 Valley Road in Lumpkin, Georgia by Commissioner Tyrone Nelson and seconded by Commissioner Ernie Brown. All were in favor and motion carried.
- B. Zoning and Building Permits – will be reviewed further at next work session.
- C. Pauper's Funeral Fund – A motion was made to adopt the resolution to set forth policies and procedures for funeral assistance for indigent residents of Stewart County by Vice Chair Arcola Scott and seconded by Commissioner Joe Lee Williams. All were in favor and motion carried.
- D. Safety Resolution – A motion was made to approve the Safety Resolution by Commissioner Joe Lee Williams and seconded by Vice Chair Arcola Scott. All were in favor and motion carried.
- E. Judicial Tax Sale – A motion was made to approve the Judicial Tax Sale by Commissioner Joe Lee Williams and seconded by Vice Chair Arcola Scott. Chairman Joseph Williams, Vice Chair Arcola Scott, Commissioner Joe Lee Williams and Commissioner Ernie Brown were in favor. Commissioner Tyrone Nelson abstained. Motion carried.

### Executive Session

A motion was made to recess from the regular meeting to go into executive session to discuss E-911 and personnel by Chairman Joseph Williams and seconded by Commissioner Tyrone Nelson. All were in favor and motion carried.

A motion was made to close the executive session meeting by Commissioner Ernie Brown and seconded by Commissioner Joe Lee Williams. All were in favor and motion carried.

A motion was made to enter and continue regular meeting by Commissioner Ernie Brown and seconded by Commissioner Joe Lee Williams. All were in favor and motion carried.

A motion was made to approve the executive session minutes by Vice Chair Arcola Scott and seconded by Commissioner Ernie Brown. Commissioner Joe Lee Williams opposed. Motion carried.

### Commissioner's Comments

Commissioner Ernie Brown - None

Commissioner Joe Lee Williams – Discussed parking and blue print for new EMS building.

Vice Chair Arcola Scott – I would like to thank the County Manager, Road Department, EMS, the City and all involved in the hard work done during the tropical storm.

Commissioner Tyrone Nelson – I also would like to thank everyone for their hard work during the tropical storm.


Chairman Joseph Williams - None

### Adjournment

A motion to adjourn was made by Commissioner Tyrone Nelson and seconded by Commissioner Joe Lee Williams. All were in favor and motion carried.

Meeting adjourned at 6:35PM.

  
Jacqueline Sutton Ball, County Clerk

  
Joseph Williams, Chairman

INTERGOVERNMENTAL AGREEMENT BETWEEN STEWART COUNTY, GEORGIA  
AND THE CITY OF LUMPKIN, GEORGIA, FOR THE CONDUCT OF MUNICIPAL  
ELECTIONS FOR THE CITY OF LUMPKIN, GEORGIA

This Intergovernmental Agreement is made and entered into by and between Stewart County, Georgia (the "County") and the City of Lumpkin, Georgia (the "City") (collectively referred to as the "Parties") for the conduct of the municipal elections for the City of Lumpkin, Georgia.

STATEMENT OF PURPOSE

Georgia state law (O.C.G.A. § 21-2-45(c)) provides that any municipality may authorize any county in which that municipality is wholly or partially located to conduct elections for the municipality. The City is a municipality within the County. Both Parties are governmental entities under Georgia state law and are authorized to enter into intergovernmental agreements pursuant to Article IX, Section III, paragraph I of the Constitution of the State of Georgia of 1983.

The City desires that the County conduct all municipal elections for the City until the City provides the County with written notice of its intent to conduct its own elections. The County will conduct all municipal elections for the City on the terms and conditions set forth in this Agreement.

The City and County, through their elected representatives, have read and fully understand this Agreement and, intending to be legally bound, agree as follows:

1. The Stewart County Board of Elections and Registration ("Board of Elections") shall conduct the municipal election for the City to be held on November 7, 2017 and all subsequent municipal elections, including special elections and runoff elections.
2. The Board of Elections shall be the Superintendent of Elections as defined by applicable law in all respects for elections.
3. The Board of Elections will conduct elections in all respects as required by the election laws set forth in Title 21 of the Official Code of Georgia Annotated.
4. The City will be responsible for all matters regarding qualification or disqualification of any person seeking to hold public office, including the collection of qualifying fees and any challenges under O.C.G.A. § 21-2-6, the Constitution of the State of Georgia, or any other applicable law or ordinance.
5. The City shall handle campaign disclosure forms for all municipal elected officials.
6. Absentee ballots shall be issued and provided by the County.
7. The City shall determine where elections will be held. The City shall be responsible for any notices required by statute or ordinance relating to a change of polling places.

8. Within sixty (60) days of the completion of each election, the County will invoice the City for all costs and expenses reasonably incurred in conducting the election, up to a maximum of \$15,500.00 per election. The City will remit payment of invoiced costs to the County within thirty (30) days of the City's receipt of invoices.

9. The City shall reimburse the County for any damage to voting machines, equipment, or peripheral devices during the conduct of municipal elections not held in conjunction with a County election; but the City shall not be responsible for any damage to any equipment resulting from the negligence of any County employee or County official who is not also a City employee or official.

10. In addition to costs and expenses invoiced under Section 8, the City shall be responsible for any legal fees, expenses, or monetary amounts required to be paid arising from any challenge of any kind made by any person to any election or related proceeding, including complaints filed with the Office of the Secretary of State.

11. This Agreement may be terminated by either party upon written notice to the other party. In the event of termination, all funds owed by the City to the County shall be paid as of the date of termination.

12. The parties have had ample opportunity to seek legal representation and review of this Agreement, and agree that the Agreement shall not be construed more strongly against either party.

13. If either party does not seek compensation for breach or does not insist upon strict performance of any covenant or condition of this Agreement, that party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or another provision.

14. If any provision of this Agreement is determined to be unenforceable by a court having jurisdiction, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.

15. Any amendment to this Agreement must be made in writing and signed by all Parties.

16. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement among them. No representations, arrangements, understandings, or agreements relating to the subject matter exist among the parties except as expressed in this Agreement.

17. The application and interpretation of this Agreement is governed exclusively by its terms and by the laws of the State of Georgia, without giving effect to its conflicts of laws provisions. The parties submit to the jurisdiction of the federal and state courts located within the State of Georgia.

18. This Agreement may be executed in counterparts, each of which may be deemed an original but all of which constitute one and the same instrument.

19. One or more copies of this Agreement may be executed but it shall not be necessary, in making proof of the existence of this Agreement, to provide more than one original copy.

20. The persons signing this Agreement each represent and warrant that they are authorized to sign for the party on whose behalf they are signing.

Agreed to and accepted this 25<sup>th</sup> day of September, 2017 by the City of Lumpkin, Georgia.

By: James Babb  
Mayor

Attest: Kenna Watson  
Clerk

Agreed to and accepted this 19 day of September, 2017 by Stewart County, Georgia.

By: Joseph B. Williams  
Chairman

Attest: Gregory D. Sutton Ball  
Clerk