

TOWNS COUNTY

MINUTES

March 18, 2025 at 5:30 PM

A Regular County Meeting was held on March 18, 2025, at 5:30 PM in the courtroom of the Towns County Courthouse.

I. Meeting Called to Order:

Commissioner Bradshaw called the meeting to order and welcomed all in attendance.

II: Presentation and Adoption of Agenda:

Commissioner Bradshaw presented the agenda, and it was adopted.

III: Presentation and Approval of Minutes

The Minutes from the Regular Meeting on Feb 18, 2025 were presented for approval and Commissioner Bradshaw approved and signed the same as presented.

IV: Presentation/Reports/Proclamations: None

V: Old Business: None

VI: New Business: Signed agreement between the City of Hiawassee and Towns County for the conduction of the special called and regular election to be held in November 2025, the City will pay the incurred cost of the election.

VII: Commissioner's Report: Commissioner Bradshaw reported on the Pavilion at the Rec. Department Pickle Ball Complex, the construction of the pavilion started today; Larry Hedden will oversee the inmate labor. We encourage the public to participate in the recycling program at the Transfer Station. We are sending the recycled glass to Union County to be used by their Road Department. The April Regular County Meeting will be cancelled. There will be a Called Meeting on April 17, 2025 to open the sealed bids for the Brasstown Creek Bridge Deck at 2:00 PM.

VIII: Public Questions and Comments:

IX: Adjourn meeting.

With no other business to conduct, the meeting was adjourned at 5:42 PM.



Cliff Bradshaw, Sole Commissioner



Brenda McKinney, County Clerk

TOWNS COUNTY AGENDA

County Meeting

March 18, 2025

5:30 pm

- Meeting Called to Order
- Presentation and Adoption of Agenda
- Presentation and Adoption of Minutes
 - County Meeting 2-18-2025
- Presentations/Reports/Proclamations
- Old Business
 - NONE
- New Business
 - Sign Agreement with City of Hiawassee for conduction of elections
- Commissioner's Comments
- Public Questions and Comments
- Adjourn meeting.

It is the policy of Towns County that all county sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the (706)896-2276 or email financedirector@townscountyga.com prior to the scheduled meeting or event to request an accommodation.

**AGREEMENT FOR CONDUCT OF THE
CITY OF HIAWASSEE
ELECTIONS**

This Agreement, entered into this 18 day of March, 2025, by and between the City of Hiawassee, Georgia (hereinafter "the City") and Towns County, Georgia (hereinafter "the County"):

WHEREAS, the City pursuant to O.C.G.A. § 21-2-45(c) has by ordinance authorized the County to conduct the City of Hiawassee Elections for the 2025 election year.

WHEREAS, the City has requested the County to perform the functions imposed on it by Title 21 of the Official Code of Georgia with reference to such Elections;

WHEREAS, the City has requested the County to be the Qualifying Officer for the City;

WHEREAS, the County is willing to perform the requested functions;

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and agreements contained herein, the parties hereto do mutually agree as follows:

(1)

The City agrees to pay the County, for the service of its Board of Elections and Registration, in the conduct of the City of Hiawassee special called elections and regular elections held on the Tuesday next following the first Monday in November in 2025, all actual costs incurred in conducting said election (each, an "Election"). Said costs to include, without limitation, costs of publication; use of election equipment; cost of sample, absentee, provisional and duplicator ballot cards; costs of printing said ballots; area supervisor's salaries; election night personnel compensation; absentee voting staff salaries; advance voting space and staff salaries (if applicable); cost of training and compensation for poll workers.

(2)

The County shall perform, through its Board of Elections and Registration, the following functions with reference to the conduct of the aforesaid Election: (a) Election call and planning; (b) ballot layout for absentee and provisional ballots; (c) hiring of personnel; (d) special instructions to poll workers; (e) programming of election equipment; (f) preparation of elections list; (g) election day coverage; (h) election managers meeting; (i) audit of election results; (j) certification and consolidation of returns; (k) absentee voting; (l) advance voting (if applicable); (m) ordering and packing of supplies; (n) registration of voters; (o) training of poll workers; (p) all ethics filing; (q) necessary advertising; and (r) such other reasonable and necessary duties and services are required to conduct the Elections.

The City shall perform the function of qualifying candidates and shall notify the County in writing of each person who qualifies.

The Board of Elections and Registration and Supervisor reserve the right to determine the legal sufficiency of a notice and request for an election together with the discretion to manage and conduct elections in accordance with statutes and rules and regulations as may be established by the Office of the Georgia Secretary of State.

(3)

The City hereby agrees to release, indemnify and hold harmless the County, its Board of Elections and Registration, and their respective agents and employees from and against any and all loss, damage, injury, claims, expenses (including attorneys' fees and expenses and litigation) and demands arising out of or connected in any way with the conduct of the Election, which are not occasioned by any gross negligence on the part of the County or its Board of Elections and Registration.

(4)

In the event of a special, run off or rerun Election, the County will instruct its Board of Elections and Registration to invoice the City for all cost and expensed reasonably incurred in connection with the conduct of said Election. Pursuant to Section 5.13 of the City Charter of the City of Hiawassee a special election to fill a vacancy in the office of mayor or councilmember shall be held only if the city council or those remaining pass a resolution ordering such special election.

(5)

Execution of this document repeals and supersedes any previous intergovernmental agreement and/or documents. The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties. This Agreement shall be exclusively for the benefit of the City and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

(6)

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separate and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

(7)

This Agreement shall be for a term from the date first written above through December 31, 2025. In addition, this Agreement may be terminated by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time during the term; provided, however, that if it is within two (2) weeks of the qualification period for an Election such termination shall not be effective until the Election is complete.

(8)

The City will remit payment of an invoice for the costs of holding an election within thirty (30) days of the receipt of the same.

CITY OF HIAWASSEE

BY: [Signature]

City Mayor Pro Tem

ATTEST: [Signature]

City Clerk



Approved as to form: [Signature]

City Attorney

TOWNS COUNTY

BY: [Signature]

Cliff Bradshaw, Towns County Sole Commissioner



TOWNS COUNTY BOARD OF ELECTIONS & REGISTRATION

BY: [Signature]

Steven Harper, Chairman

ATTEST: [Signature]

Rachel Edwards, Supervisor



**RESOLUTION 2025-03-01
SPECIAL CALLED ELECTION**

**A RESOLUTION OF THE CITY OF HIAWASSEE TO HOLD A SPECIAL CALLED
ELECTION TO FILL THE UNEXPIRED TERM OF THE MAYOR AND POST 3
COUNCILMEMBER**

WHEREAS, the City of Hiawassee will have a vacancy in the Office of Mayor and Office of Post 3 Councilmember; and

WHEREAS, the remaining time of each term exceeds four months; and

WHEREAS, Mayor and Council are desirous of filling the vacancy according to the law.

NOW, THEREFORE, BE IT RESOLVED that there shall be a special called election on June 17, 2025 to fill the unexpired term of the Mayor and Post 3 City Councilmember of the City of Hiawassee; and

BE IT FURTHER RESOLVED that qualification shall be held during the time City Hall is open from 8:30 a.m. until 4: p.m. Tuesday April 1, 2025 – Thursday April 3, 2025 (except for a one-hour lunch break 1:00 pm – 2:00 pm); and

BE IT FURTHER RESOLVED that the qualifying fee shall for the seat of Mayor shall be \$780.00 and the qualifying fee for the seat of Post 3 Councilmember shall be \$72.00.; and

BE IT FURTHER RESOLVED that Rachel Edwards shall serve as Election Superintendent and Towns County shall conduct this special called election; and

BE IT FURTHER RESOLVED that early voting shall be held according to law; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to post the notices and run the advertisements required by law;

PASSED AND RESOLVED this 4th day of March, 2025.


JAY CHASTAIN, JR., Mayor Pro Tem

Absent
AMY BARRETT, Councilmember


JONATHAN WILSON, Councilmember

VACANT, Councilmember


NANCY NOBLET, Councilmember


PATSY OWENS, Councilmember

STATE OF GEORGIA
COUNTY OF TOWNS

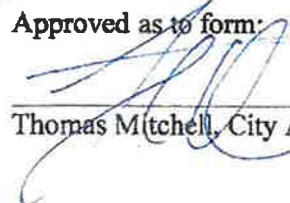
RESOLUTION 2025-03-01
SPECIAL CALLED ELECTION

Adoption Certified by:



Bonnie Kendrick, City Clerk

Approved as to form:



Thomas Mitchell, City Attorney

