Miller County Government
111 North 1st Street
Colquitt, Georgia 39837
Phone: 29-758-4104 Fax: 229-758-2229
BOARD OF COMMISSIONERS




Present: Chairman Ladon Calhoun, Vice Chairman Jeff Cox, Commissioner Nixon, Commissioner Bowen Others Present: Faye Whittaker, Douglas Cofty, Andy Moore, Courtney Alday, , Kevin Calhoun, Danny West.

6:00 P.M. – Welcome & Call to Order. Prayer and pledge of allegiance

**Housekeeping**

**Approval of Agenda**

Chairman Calhoun stated we need to approve the agenda. I need a motion to approve the agenda. Vice Chairman Cox made motion, Commissioner Nixon seconded. All in favor? All right.

**Approval of Minutes**

Chairman Calhoun stated approval of the minutes. Everything looks to be in order. We need motion to approve. Make a motion. Commissioner Bowen made motion. Vice Chairman Cox seconded. All in favor?

**Approval of Financial Reports**

Chairman Calhoun stated Financial reports. Everything is to be in order. I need a motion to approve financial reports. Commissioner Nixon made motion, Vice Chairman Cox seconded. All in favor?

**Appearances**

No appearances

## Old Business

### Mayhaw Shooting Range Update

Chairman Calhoun stated the Mayhaw Shooting Range. Mr. Cofty stated yes so, after the last meeting, I sent Ms. Goode an email stating you all were willing to move forward. I got an email back saying that she was go ahead and have the lease worked on and draw it up to get us a copy. She did mention that the money that Governor Kemp had already set aside, which was like $40,000, she would go ahead and start at $400,000 for the project and that way the county would not have to pay any money. If we wanted to go any higher like say for a million dollars we would be out like $60,000. Andy and I, talked about that just in fuel alone with us doing all the work that will cover fuel cost. Chairman Calhoun stated any equipment or anything that we do for the down payment or whatever. Mr. Cofty stated yes, we would use the FEMA rates so it's actually manpower, equipment, fuel all that type stuff. So, she hadn't got back to me with the lease or anything like that. So, just as soon as she does, I'll kind of get a copy of each one of you all through the text group and then we'll sit down and negotiate to see what, you know, because we may have to do a little bit more infrastructure out there. It's going to have to have bathrooms and stuff like that. Chairman Calhoun any questions on that? Anybody? All right, moving on to the new business,

## New Business

### Creation of County Road Names

Chairman Calhoun stated New business, the creation of the new road name for the LMIG project. Mr. Cofty stated Yes so, you know, we've got those two roads down there at the park. One of them is I guess I don't know who named it Mayhaw drive, but it's not an official named road and we were talking about trying to use some LMIG once we get our roads county done. Use some of the LMIG to pave just I think 18 foot of the road, we won't be able to do the parking lots or the areas that jet off where you park, we'll be able to do the main road probably find some money somewhere else for that but it's got to be named and it has to be on the DOT registry and you guys have to come up with names and we got to get it approved to submit to them. Chairman Calhoun stated so on this map it says West Pine Street, but that's not. Mr. Cofty stated that's not I think google carried it over. Chairman Calhoun stated so we call it Mayhaw Drive or Mayhaw Circle or whatever. Mr. Cofty stated whatever you all came up with. I mean I just I would just need to submit it. Commissioner Bowen stated Hey, chairman, I wondered if we want to just throw out the community on the Facebook page and just let them have a chance to propose some names for it to see what they could come up with. Chairman Calhoun stated right. I'm fine with that. Chairman Calhoun stated can you handle that? Did you call it Spring Creek Circle? Is that is that yours. Mr. Cofty stated yeah, I put it down there just as placeholder. Yes. But it's just whatever you all want to do. If you all want to go and proceed, we can put that out. Mr. Moore stated

you got two now. You know, you got the one that cuts this way and the one that goes back over. Chairman Calhoun stated we need two names. Mr. Cofty stated Keith brought up a good point on that one that cuts by the Ag barn. We had discussed at some point time selling that Ag barn and the way that road that that parking is. I don't know how we could come around the building with the road, you know what I mean? Unless there was a way to go straight. So was it dead ended at the gate? Mr. Moore stated yeah, it be dead ended at the gate or you know at a later date we'll figure out another route you know for it. But to do work on them we need two. Chairman Calhoun stated so do we need a motion to do that Doug or not yet? Mr. Cofty stated no, not until we come up with the names.

**Rural transit development plan for Miller County**

Chairman Calhoun stated the rural transit development plan for Miller County. Mr. Cofty stated yes, sir. This is part of the comprehensive plan that we've got to do in 2027. They're going to be coming, I've already run it on our Facebook and I think it's going to be in the newspaper. It's going to be May the 27th at 1:00 p.m. I believe that's what it is. I'd have to look, but it's on it's on the Facebook and everybody that may know somebody that needs the transit bus or any kind of transportation needs to kind of come. There's a survey on there that you can also click and fill out and try to get it back to them. But it every number helps them with the comprehensive plan. That'll be May the 27th. Chairman Calhoun stated any questions on that? All right.

**Side arm Mower Quotes**

Chairman Calhoun stated the side arm mower quotes. Mr. Cofty stated I put it in your packet. I put all the different quotes in there and there's quite a few. I know we've got we've got Yancy here that maybe can explain that wheel excavator. If you all want to ask him some questions? Chairman Calhoun stated You want to tell us a little bit about it? Mr. Danny West with Yancey stated I can. Basically what I was proposing was just a what we call the wheeled excavator with a brush cutter attachment on it. We would offer it would have a quick coupler on the front of it out there. So you could use the brush cutter for normal daily operations of brush cutting where you're going down the road because it has tires on it so you can go down pave roads, dirt roads, wherever you need to go. And then you can also drop it off and put a bucket on it for cleaning ditches, anything like that you need to do. It's got it's got a blade on the front. So if you did need to use it for storm cleanup, it's available for that as well. It's just a really versatile machine other than just a side arm mower. There's just a lot of options there for. Chairman Calhoun stated so it could be an excavator I mean you could use it for you put anything. Mr. West stated yes. Chairman Calhoun stated it's going to come with a brush cutter, not a mulching head. Mr. West stated that's right. Commissioner Bowen stated is the bucket included in this process? Mr. West stated yes. Commissioner Bowen stated comes with a thumb. Mr. West stated the thumb was not included in that. The thumb will add extra weight on it which makes it a little bit more tippy, so to speak. So I did not include that in there just from experience with some of the other counties. It is I can

add it if you would, you know, if you wanted to go that route. So it's kind of up to you guys what you what your thoughts are. Mr. Cofty stated and on the trading in that you gave me, that was for the old 309 and the John Deere. Mr. West stated that 6110M yeah. And the good thing about the excavator is it it's a heavy duty built machine. So as far as your stick and your boom and all that for doing what you're going to be doing with it, it'll stand up. And I think a lot of issues that you have with the smaller machines is the boom mowers is they're not designed to hold that weight up for a long period of time, day in and day out, and they get weak and start failing. Chairman Calhoun stated any more questions for him. Commissioner Bowen stated I believe you told me earlier that if you're when you're using it with the brush cutter, you don't have to put your outrigger completely down. You just put them out there to stabilize the tip some. Mr. West stated it will it'll kind of settle down on it. Same thing with the blade. You kind of just set it set it down. being, you know, inch or two off the ground and just kind you can kind of be moving along while you're going. Vice Chairman Cox stated if we kept that tractor, if we kept the 6110, what was the differences in price on if we kept it? Mr. Cofty stated I think one was 40 something,000. Mr. West stated yeah, it was 45800 is what we were offering you for that tractor. Vice Chairman Cox stated I know for him but for these other prices is this would trade in too. Mr. Cofty stated no, none of them involve a trade in. Chairman Calhoun stated is the other one in the shop the 309. Mr. Moore stated it is running. Chairman Calhoun stated it's about out of warranty or something. Mr. Moore stated its out of warranty, got a bill coming. Chairman Calhoun stated what you all want to do? Sleep on it. Mr. West stated I will say we're about probably three to four months out on the machine. So, the sooner the better as far as getting it on order. Not saying I can't get one any faster. I just need to place the order to see if I can get one from another dealer or pull one out what we call PDC, which is like a holding yard. See if we can get one faster. But I won't know that until I turn that Chairman Calhoun stated is that about the same payment Faye? Ms. Whittaker stated yes. Mr. Cofty stated is the 323,000 full price, full trade after trade. Mr. West stated so what we would do is we send the county a check for the difference on the trade in we don't we can't apply to the lease would make any sense the way it works out. So we just send you back a check for that machine. Mr. Cofty stated then we could apply ahead of time or just do. Mr. West stated you can apply to the payments however you wanted to do it. Chairman Calhoun stated they know they know We paid it off early, this is a is a lease. Mr. West stated It's a lease where a buy at the end. Chairman Calhoun stated I got it, so that wouldn't affect nothing but your payment. Mr. West stated that's right. Chairman Calhoun stated let's just let's just discuss and then if we let we'll let you know something this week. Mr. West stated Okay, that's fine. All right. Moving on.

**Shade and Safety on the Square Project**

Chairman Calhoun stated next is The shade and safety only square project. Mr. Cofty stated yes, sir. So, this was brought to me when we were talking about the two trees back here in the back, Cory brought me that along with the arborist's letter and he did say that those trees are possibly hollow and they're diseased. So that was the shade of safety on the square, that's for a grant that's going to pay to have the trees take it down and also have the rest of these shrubs on these corner mulched. So, we just basically if you all want to move forward, I just need a motion for you all to be able to sign a letter and

we'll send it, this is to remove the sick trees and plant new trees. Chairman Calhoun stated any questions on that? Vice Chairman Cox stated the letter will be for the grant. Mr. Cofty stated the letter will be for in support. We're just a letter saying that we support it. Chairman Calhoun stated I need motion to approve to sign for the shade the safety project. Commissioner Nixon made motion, Vice Chairman Cox seconded. All in favor. Motion carried. Commissioner Bowen stated I one thing I would like for us to take a that are gave us and put it out on our Facebook page to let show that we're not just going out with chainsaw ripping and Chairman Calhoun stated they're going to keep they're going to keep this oak tree, Mr. Cofty stated yes the ones they cut, they would replace it back with the same type trees and I think it also says in that grant it would trim this big tree this big oak here you know they would trim it but all that's supposed to be covered in the grant per the City Manager. Commissioner Nixon stated I had a conversation with Mr. David Varnado about that actually today and he said that if you know if we did move forward with something those lamps were really going to be there was going to be a lot of problems caused over time with that and I think they would replace them maybe with some live oaks. Chairman Calhoun stated yeah, they had what do you remember what they said they were going? Mr. Cofty stated yes, it's right here. They replace it with it's just basically saw teeth. They say the better species environment they mention saw tooth. Chairman Calhoun stated and it just be two. Mr. Cofty stated yes. Chairman Calhoun stated any more question on that. We move on the EMA points of distribution and donated goods. Mr. Cofty stated let me just touch on this real quick because I've got a quote that I've been holding it, but I've got a quote pressure wash the concrete around it, too. So, when we take those trees down, then I'll come in with a pressure washer. they'll pressure wash the walkways and all the concrete. Chairman Calhoun stated and the building, too. Mr. Cofty stated, I think this one only, I mean we can get it because we just had it painted. So I don't know if we need pressure wash. This was just to pressure wash all the concrete and get all that black stain on but I mean we can I can explore that stuff like that.

**EMA Points of Distribution and Donated Goods**

Chairman Calhoun stated moving on to the EMA points distribution. Mr. Cofty stated this is just another one of these are two things that you will just need to get you to be able to sign. It goes along with that emergency operations plan that we signed last month. These basically covers donated goods and the Pod plan which basically plays off of commodities distribution. Chairman Calhoun stated so we need a motion to sign the EMA plan. Vice Chairman Cox made motion, Commissioner Bowen seconded. All in favor. Motion carried.

**Department Reports**

Chairman Calhoun stated any department reports? Mr. Moore stated we were looking for a check to come in a few days on the paving, you know, our LMIG money. Chairman Calhoun stated it came. Mr. Moore stated are you all interested in just going ahead and take a bid. Chairman Calhoun stated Absolutely. Mr. Moore stated because prices get higher all the time. It isn't going down. So, we will look at it. Mr. Cofty stated I'll have to do an RFP. Mr. Moore stated yeah, we'll work it all up. You know,

Doug have to put it on and we we'll bid it out and see what we get. Kind of what Shelly had figured out. She don't know that we can work in Sapp bridges. Look like we're going to come up maybe a few dollars over just to finish Bush Dairy. You know when what we talked about doing. Chairman Calhoun stated right now is to the plan finish Cooktown and do Jeterville and Bush Dairy. Mr. Moore stated kind of the money I think she was like maybe5 $6,000 over you know might be a little over budget to finish it all up. Mr. Cofty stated I'm sure we could probably fix that with TSPLOST. Mr. Moore stated well, we we'll just have to see what the price comes out and see how you know how far we can go. But if you all want to look at it, we'll get it all ready to go. Chairman Calhoun stated All right. Sounds good. Mr. Cofty stated anyway, on the fueling station, if you look, that's the best that we've done so far. And I know it looks like it's because fuel's up, but our prices are still down because of the old fuel that we had in the tank. But it had As I told you last month, price rise. It has pretty much still probably the cheapest around. That's it. You've got sheriff's report. You've got 911 report. I don't have economic development report. Mitch had something to do. He said he would come talk to you all next month. Chairman Calhoun stated everything going good down there? Mr. Cofty stated yes we've been working pretty closely. That's all we got. Chairman Calhoun stated what about the uh the P25 system all that's going good. Mr. Cofty stated we completed that mid-month we did have a problem after this big rain I guess they didn't have a chance to test a good stretch of cable but it got water in it short it out so I think we were down for two days. They've got it back up running now. Vice Chairman Cox stated what about the air purifier. Mr. Cofty stated oh, that would be the new equipment in the back room. We went ahead and got a mini split put in there because it was so hot. But I think now she's going to have it's going to be humid. So, she's going to have to get a dehumidifier. We can probably just get one of the ones maybe like Home Depot or something. They'll just have to run a drain tube out the wall. Chairman Calhoun stated you want to talk about anything? Mr. Kevin Calhoun stated yeah, I talked to Danny today and he said got a lawyer with us pretty much talk to another group and he's going to get a meeting with authority and y'all come that lawyer soon. taking the next month. Got to keep pushing along, you know. I understand. That's right. Yeah. Chairman Calhoun stated, any other question about anything.

**Executive Session**
None

Chairman Calhoun stated if there's no other business. I need a motion to adjourn, Vice Chairman Cox made motion, Commissioner Bowen seconded. All in favor, motion carried.

Meeting is adjourned.

**SIGNATURES**

_____

Cristene Bush, Commissioner – District 1

_____

Jeff Cox, Vice Chairman – District 2

_____

Keith Bowen, Commissioner – District 3

_____

Niki Nixon, Commissioner – District 4

_____

Ladon Calhoun, Chairman – District 5

_____

Douglas Cofty, County Manager

# Appearances

None

# OLD BUSINESS

## Mayhaw Shooting Range

No new updates.  Waiting on DNR to submit lease

# County Road names

# Side Arm Mower Purchase

M318 Payments

DW Danny West <Danny_West@yanceybros.com>
To Douglas Cofty

Reply | Reply All | Forward

Fri 5/15/2026 7

Doug,

Here is the information we discussed.

Yancey Bros will pay off the balance on the 309 when we trade it and apply the difference to the first payment.
Trade Allowance $51,350
309 Payoff $13,060.06

First Payment $38,289.94
59 Payments $4068.73

Let me know if you have any questions.

Thank you,

Danny

**Danny West**
Machine Sales Representative
Yancey Bros. Co.
1604 S. Slappey Blvd
Albany, GA. 31701
(229) 435-6262 Office
(229) 560-1773 Cell
danny_west@yanceybros.com
https://link.edgepilot.com/x/Z5Nw3Rj2rAxosYXcVSES_x8?u=http://www.yanceybros.com/

YANCEY CAT

*Serve. Solve. Succeed.*

# NEW BUSINESS

# Adoption of Roth IRA

# RESOLUTION TO ADOPT
# ADOPTION AGREEMENT AMENDMENT #1 TO
# THE ACCG 457(b) DEFERRED COMPENSATION PLAN
# FOR MILLER COUNTY EMPLOYEES

**WHEREAS,** Miller County (the "Employer"), by and through the Board of Commissioners of the Employer, previously adopted the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Miller County Employees (the "Plan") for the benefit of its eligible employees;

**WHEREAS**, the Employer adopted the Plan through an Adoption Agreement that was effective as of January 1, 2013;

**WHEREAS**, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement at any time; and

**WHEREAS**, the Employer desires to amend its Adoption Agreement, effective upon Board approval, to permit eligible employees to make Roth contributions to the Plan.

**NOW THEREFORE,** at a meeting held on the _____day of _____, 2025, the Board of Commissioners of Miller County hereby resolves as follows:

**RESOLVED,** that the Board of Commissioners of Miller County hereby approves the attached Adoption Agreement Amendment #1 to the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Miller County Employees, effective as to any pay dates that occur on or after Board approval;

**FURTHER RESOLVED**, that the Board Chair shall take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

This _____ day of _____, 2025.

**MILLER COUNTY**

By: _____
Chair, Board of Commissioners

Date: _____

Attest:

By: _____
Title:

# ADOPTION AGREEMENT AMENDMENT #1 TO ACCG 457(b) DEFERRED COMPENSATION PLAN FOR MILLER COUNTY EMPLOYEES

This Amendment is made and entered into by Miller County, Georgia (the "Employer"), by and through the Board of Commissioners of Miller County, to reflect an amendment made by the Employer to the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Miller County Employees.

**WITNESSETH:**

**WHEREAS**, the Employer maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Miller County Employees (the "Plan") for the benefit of its eligible employees;

**WHEREAS**, the Employer adopted the Plan through an Adoption Agreement that was effective as of January 1, 2013;

**WHEREAS,** Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of its Adoption Agreement at any time; and

**WHEREAS**, the Employer desires to amend its Adoption Agreement, effective upon Board approval, to permit eligible employees to make Roth contributions to the Plan, effective as to any pay date that occurs on or after Board approval.

**NOW, THEREFORE**, the Employer hereby amends the Adoption Agreement as follows:

1. Adoption Agreement Section 3.2, Employee Contributions, is amended in its entirety to read as follows:

"3.02 **EMPLOYEE CONTRIBUTIONS**

| | Roth Contributions |
|---|---|
| [X] | Permitted |
| [--] | Not Permitted" |

**IN WITNESS WHEREOF,** the Employer has caused its duly authorized officer to execute this Amendment on the date specified below.

**MILLER COUNTY, GEORGIA**

By: _____
Chair, Board of Commissioners

Date: _____

# Tax Assessor Appointments

The has been a resignation on the Tax Assessors board, Mike Middleton has resigned due to personal reasons. His term expires June 30, 2027. We need to go ahead and appoint someone in his place.

William Smith's term also is expiring this year and runs out June 30, 2026. We need to reappoint or appoint a new board member.

# 48-5-295. Terms of office; vacancies; removal by county governing authority.

**(a)** Each member of the county board of tax assessors appointed to such office on and after July 1, 1996, shall be appointed by the county governing authority for a term of not less than three nor more than six years. A county governing authority shall, by resolution, within the range provided by this subsection, select the length of terms of office for members of its county board of tax assessors. Following the adoption of such resolution, all new appointments and reappointments to the county board of tax assessors shall be for the term lengths specified in the resolution; however, such resolution shall not have the effect of shortening or extending the terms of office of current members of the board of assessors whose terms have not yet expired. The county governing authority shall not be authorized to again change the term length until the expiration of the term of office of the first appointment or reappointment following the resolution that last changed such terms of office. If the resolution changing the terms of office of members of the board of tax assessors would result in a voting majority of the board of tax assessors having their terms expire in the same calendar year, the county governing authority shall provide in the resolution for staggered initial appointments or reappointments of a duration of not less than three nor more than six years that will prevent such an occurrence. The county governing authority shall transmit to the board of assessors a copy of the resolution setting the length of terms of members of the county board of tax assessors within ten days of the date the resolution is adopted. Any member of the county board of tax assessors shall be eligible for reappointment after review of his or her service on the board by the appointing authority. Such review shall include education and certification information furnished by the commissioner. Any member of the county board of tax assessors who fails to maintain the certification and qualifications specified pursuant to Code Section 48-5-291 shall not be eligible for reappointment until all requirements have been met. In case of a vacancy on the board at any time, whether caused by death, resignation, removal, or otherwise, the vacancy shall be immediately filled by appointment of the county governing authority. Any person appointed to fill a vacancy shall be appointed only to serve for the remainder of the unexpired term of office and shall possess the same qualifications required under this part for regular appointment to a full term of office.

# Website Development -ADA

Beginning in 2027 all local government entities must have an ADA compliant website. Ours is not 100% compliant and will need to be redesigned from the ground up. I have met with a website firm and I am waiting on a quote packet.

# Hospital Letter

**Miller County Government**
111 North 1st Street
Colquitt, Georgia 39837
Phone: 29-758-4104 Fax: 229-758-2229
**BOARD OF COMMISSIONERS**




*Ladon Calhoun, Chairman, District 5*
*Jeff Cox, Vice Chairman, District 2*
*Cristene Bush, Commissioner, District 1*
*Keith Bowen, Commissioner, District 3*
*Nicole Nixon, Commissioner, District 4*
*Douglas Cofty, County Manager*

To Whom It May Concern:

The Hospital Authority of Miller County is a public body corporate and politic created under the Georgia Hospital Authorities Law, which is O.C.G.A §31-7-70, et seq.

The Hospital Authority of Miller County was activated by a resolution adopted by the Miller County Board of Commissioners on March, 2, 1955.

As such, it is a local government entity with tax exempt status.

*I, Ladon Calhoun, Chairman, District 5, Miller County Board of Commissioners,*
*_____certify this to be true accurate as evidenced by minutes from a meeting of the Miller County Board of Commissioners on March, 2 1955, the original of which can be examined at the Office of the Clerk of Superior Court, Miller County, Georgia.*

# Golden Triangle Grant Funding

Rhonda Gorden spoke with Commissioner Bowen last week regarding some grant funding we can use on Hornsby Road at Bridge and Grimsley Bridge Road. I have attached a description and approx. linear feet for the project on each road. They will be using Mike Floyd Paving and Excavating to do the work.

Total cost should not exceed the 250k threshold for bidding,

I have attached the simple contract and maintenance agreement. We need to sign and return the documents to Rhonda, they should get the work scheduled very soon.

Please feel free to reach out with any questions or concerns. Rhonda Gorden cell is 229-726-1928.

**Miller County**

Previous FWS Mussel site – **Hornsby Road at Bridge - Aycock's Creek**:

Correction of approx.1000+ linear feet North side (500) South side (500)

1. Correction of approx. 500 linear feet re-install matting fabric and crusher run to tie into the existing point of the prior project.
2. Install approx.500+ linear feet of matting fabric and crusher run extending from the bridge

New Mussell selection site - **Grimsley Bridge Road**

Correction of approx.1000 + total linear

1. Approx. 500 linear feet each approach (North and South) of matting fabric and crusher run.

Golden Triangle RC&D
Resource Conservation and Development Council Southwest Georgia

# ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement ("Agreement") is made and entered into as of _____(Date), by and between:

**Golden Triangle Resource Conservation and Development Council** referred to as "Golden Triangle," AND **Miller County** hereinafter referred to as the "County."

**RECITALS**

WHEREAS, Golden Triangle with grants funds provided by the Albany Planning and Policy Center partnered with Miller County for restoration work on Hornsby Road at Bridge and Grimsley Bridge Road.

WHEREAS, the County desires to ensure that these roads will be properly maintained and repaired roads in such a manner that supports the safety and conveyance of the community and ensures water quality protection.

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

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## 1. Scope of Work

The County, with legal authority over land management decisions, guarantees ownership of the above-described land/roads and warrants that there are no outstanding rights that interfere with this Maintenance Agreement.

The County will notify Golden Triangle of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land/roads for the term of the Agreement.

The County retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

The County agrees it shall perform special maintenance, repairs, and restoration-related activities on the following roads:

| | | | |
|---|---|---|---|
| Hornsby Rd at Bridge | Grimsley Bridge Rd | | |

Maintenance and repairs will include but are not limited to:

1. Monthly visual of road conditions
   Survey to include
   1. Clay base (potholes and rills)
   2. Rip rap rock (holes or thinning areas)
   3. Geotextile mat (should not be showing)
   4. Tree debris in ditches
   5. Vegetation management and erosion control where required

2. Rain and Weather events
   Roads will be inspected within 48 hours of rain or weather events. For tornado or hurricane activity the next safe possible review of the road. This review shall not exceed 1 (one) month in timeframe for tornado or hurricane activity. If this occurs Golden Triangle RCD must be notified immediately.

3. Grading/Mowing/Spraying
   1. Road repair sites will not be placed into standard grading, mowing, and spraying maintenance. They will only have maintenance if the monthly visual survey turns up a problem.
   2. If during the monthly visual survey, it is determined that a maintenance activity is required Miller County Road Department must notify Golden Triangle RCD prior to any repairs on the road being undertaken.

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**2. Responsibilities of Golden Triangle**

Golden Triangle shall:

Inspect the roads listed on page 1 once a year for the duration of the maintenance contract.

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**3. GAEPD Maintenance Compliance**

The county agrees to ensure that all maintenance and any new restoration work is performed in compliance with the guidelines and requirements set forth by the **Georgia Environmental Protection Division (GAEPD)** under the Better Back Roads manual for unpaved roads practices. This includes:

Ensuring that any modifications to the roads or surrounding areas align with the approved restoration plan for Hornsby Road at bridge and Grimsley Bridge roads.

- Adhering to any reporting, documentation, or audit requirements set forth by GAEPD to receive and maintain funding.

**4. Duration of Maintenance Agreement**

This Agreement shall commence on _____(insert date )and shall remain in force for a period of **10 years**, ending on _____(insert date).

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**5. Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party, its employees, agents, and contractors from and against any and all claims, damages, and liabilities arising out of or related to the performance of this Agreement, except where such claims arise from the gross negligence or willful misconduct of the indemnified party.

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**6. Dispute Resolution**

In the event of a dispute, the parties agree to attempt to resolve the issue through mediation with GA EPD.

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**7. Miscellaneous**

- **Amendments**: This Agreement may be amended only in writing and signed by authorized representatives of both parties.
- **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- **Force Majeure**: Neither party shall be held liable for failure to perform due to events beyond their control, including but not limited to acts of God, natural disasters, or governmental actions.

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IN WITNESS WHEREOF, the parties have executed this Road Maintenance Agreement as of the date first written above.

| | |
|---|---|
| **For Golden Triangle**:<br>Signature: _____<br>Name: _____<br>Title: _____<br>Date: _____ | **For Miller County**:<br>Signature: _____<br>Name: _____<br>Title: _____<br>Date: _____ |

# UNPAVED ROAD REPAIR &
# GRANT ADMINISTRATION AGREEMENT

THIS UNPAVED ROAD REPAIR & GRANT ADMINISTRATION AGREEMENT is entered into on this ___ day of_____, 20, by and between the Miller County Board of Commissioners, **State of Georgia** ("the County") and **Golden Triangle RC&D Council, Inc.** ("Golden Triangle") (Golden Triangle and the County are collectively referred to as the "Parties").

## 1. Purpose

The purpose of this Agreement is to outline the roles and responsibilities of the Parties regarding the payment and reimbursement for road repairs of unpaved "dirt" road at the locations listed in Appendix A, funded through a grant administered by Golden Triangle.

## 2. Responsibilities of the County

a. The County shall contract directly with and pay the contractor directly for the road repairs as described in the statement of work in Appendix A.
b. The County shall be solely responsible for the contractor relationship, including but not limited to procurement, compliance with applicable state and federal laws and regulations, contract terms, and performance of the work.

## 3. Responsibilities of Golden Triangle

a. Upon receipt of an invoice, Golden Triangle shall request the necessary grant funds within **3 working days**.
b. The County acknowledges and agrees that reimbursement is dependent on the release of grant funds and may take up to **eight (8) weeks** from the date of the invoice.
c. Golden Triangle shall remit payment to the County upon receipt of grant funds.

## 4. Repair and Grant Administration Process

a. Golden Triangle will be responsible for the oversight, inspection and approval of the work completed by the contractor.
b. Upon completion of the work, Golden Triangle will inspect the project site.
c. Once Golden Triangle has approved the work as satisfactory, the County may submit an invoice to Golden Triangle for reimbursement of the amount paid to the contractor.
d. The County may submit invoices on a weekly basis if needed.
e. The County may submit an invoice for materials for each site, once they have verified that the materials have been delivered to said site.
f. All invoices for materials must include documentation supporting delivery, such as receipts, delivery tickets, or other proof acceptable to Golden Triangle.
g. The County agrees to adhere to the maintenance agreement listed in Appendix B.

## 5. Liability and Indemnification

a. The County shall assume and bear all responsibility for the payment and performance of the contractor and for ensuring compliance with applicable state and federal laws, rules, and safety standards.

b. Golden Triangle shall not be liable for any claims, payments, damages, injuries, or disputes arising from or related to the contractor's work.
c. The County agrees to indemnify and hold harmless Golden Triangle, its officers, directors, and employees from any and all claims, liabilities, or expenses (including attorney's fees) arising out of the contractor's performance of the work, except to the extent caused by the gross negligence or willful misconduct of Golden Triangle.

## 5. Term

This Agreement shall remain in effect until all road repairs listed on Appendix A (Scope of Work) have been completed, inspected, approved, invoiced, and reimbursed.

## 6. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes any prior written or oral understandings relating to the subject matter herein. No amendments shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, Golden Triangle, the County have executed this Unpaved Road Repair & Grant Administration Agreement in multiple originals as of the Effective Date.

**GOLDEN TRIANGLE:**

Golden Triangle Resource Conservation & Development Council, Inc.

By: _____

Rhonda Gordon, *Executive Director*

Date:_____

**COUNTY:**

Miller County Board of Commissioners

By: _____

Ladon Calhoun, Chairman

Date:_____

Attest:_____

# DEPARTMENTS

- Sheriff's Office

## Cad Calls by Dept Signal Summary

MILLER

**By** Suggs, Whitney
**Date** 06/01/2026 08:45 AM

From 5/1/2026 To 5/31/2026 23:59:00 for Dept =MSO and Signal = ALL

| | | | |
|---|---|---|---|
| **DEPT:** | MSO | | **DEPT TOTAL:** 412 |
| | **SIGNAL:** | | **TOTAL:** 1 |
| | **SIGNAL:** 10-10 | Fight | **TOTAL:** 2 |
| | **SIGNAL:** 10-11 | Animal Complaint | **TOTAL:** 9 |
| | **SIGNAL:** 10-13 | Transport | **TOTAL:** 2 |
| | **SIGNAL:** 10-15 | Break In | **TOTAL:** 1 |
| | **SIGNAL:** 10-21 | Call by Telephone | **TOTAL:** 13 |
| | **SIGNAL:** 10-25 | Report in Person (Meet) | **TOTAL:** 3 |
| | **SIGNAL:** 10-28 | Vehicle Information | **TOTAL:** 3 |
| | **SIGNAL:** 10-37 | Suspicious activity/person/vehicle | **TOTAL:** 10 |
| | **SIGNAL:** 10-38 | Traffic Stop | **TOTAL:** 59 |
| | **SIGNAL:** 10-46 | Assist Motorist | **TOTAL:** 19 |
| | **SIGNAL:** 10-50 | Accident | **TOTAL:** 10 |
| | **SIGNAL:** 10-51 | Wrecker Needed | **TOTAL:** 1 |
| | **SIGNAL:** 10-54 | Livestock/Carcass | **TOTAL:** 4 |
| | **SIGNAL:** 10-56 | Intoxicated Pedestrian | **TOTAL:** 1 |
| | **SIGNAL:** 10-59 | Escort | **TOTAL:** 4 |
| | **SIGNAL:** 10-65 | Mechanical Breakdown | **TOTAL:** 1 |
| | **SIGNAL:** 10-70 | Fire | **TOTAL:** 3 |
| | **SIGNAL:** 10-70 BF | Brush Fire | **TOTAL:** 1 |
| | **SIGNAL:** 10-70 FA | Fire Alarm | **TOTAL:** 1 |
| | **SIGNAL:** 10-73 | Drugs | **TOTAL:** 1 |
| | **SIGNAL:** 10-76 | EnRoute | **TOTAL:** 1 |
| | **SIGNAL:** 10-78 | Need Assistance | **TOTAL:** 1 |
| | **SIGNAL:** 10-90 | Alarm | **TOTAL:** 8 |
| | **SIGNAL:** 10-90 MED | MEDICAL ALARM | **TOTAL:** 2 |
| | **SIGNAL:** 10-91 | Pickup Prisoner/Subject | **TOTAL:** 2 |
| | **SIGNAL:** 10-95 | Subject in Custody | **TOTAL:** 1 |
| | **SIGNAL:** 10-99 | Wanted/Stolen Indicated | **TOTAL:** 2 |

| | | | |
|---|---|---|---|
| **SIGNAL:** | ABANDONED V | ABANDONED VEHICLE | **TOTAL:** 1 |
| **SIGNAL:** | ABDOM | Abdominal Pains - Stomach | **TOTAL:** 1 |
| **SIGNAL:** | BOLO | BOLO | **TOTAL:** 1 |
| **SIGNAL:** | CHEST PAINS | CHEST PAINS | **TOTAL:** 3 |
| **SIGNAL:** | CRASH ALERT | CRASH ALERT | **TOTAL:** 2 |
| **SIGNAL:** | DIABETIC PAT | DIABETIC PATIENT | **TOTAL:** 1 |
| **SIGNAL:** | DIFF BREATH | DIFF BREATHING | **TOTAL:** 3 |
| **SIGNAL:** | DISTURBANCE | DISTURBANCE | **TOTAL:** 1 |
| **SIGNAL:** | EXTRA PATROL | EXTRA PATROL | **TOTAL:** 2 |
| **SIGNAL:** | FALL | FALL | **TOTAL:** 4 |
| **SIGNAL:** | FOLLOW UP | FOLLOW UP | **TOTAL:** 1 |
| **SIGNAL:** | INSPECTION | INSPECTION | **TOTAL:** 1 |
| **SIGNAL:** | LIFTING ASSI | LIFTING ASSISTANCE | **TOTAL:** 1 |
| **SIGNAL:** | MEDICAL CALL | MEDICAL CALL | **TOTAL:** 18 |
| **SIGNAL:** | MOR | MATTER OF RECORD | **TOTAL:** 3 |
| **SIGNAL:** | MUTUAL AID | MUTUAL AID | **TOTAL:** 1 |
| **SIGNAL:** | NOISE COMPL | NOISE COMPLAINT | **TOTAL:** 5 |
| **SIGNAL:** | OTHER | OTHER | **TOTAL:** 17 |
| **SIGNAL:** | OUT AT | OUT AT | **TOTAL:** 26 |
| **SIGNAL:** | OUT WITH | SUBJECT/VEHICLE | **TOTAL:** 1 |
| **SIGNAL:** | RECKLESS DR | RECKLESS DRIVER | **TOTAL:** 6 |
| **SIGNAL:** | REPO | REPO | **TOTAL:** 1 |
| **SIGNAL:** | RETRIEVE PRO | RETRIEVE PROPERTY | **TOTAL:** 2 |
| **SIGNAL:** | ROAD HAZARD | ROAD HAZARD | **TOTAL:** 1 |
| **SIGNAL:** | SCAM | SCAM | **TOTAL:** 1 |
| **SIGNAL:** | SECURITY CH | SECURITY CHECK | **TOTAL:** 53 |
| **SIGNAL:** | SEIZURES | SEIZURES/CONVULSIONS | **TOTAL:** 2 |
| **SIGNAL:** | SERVE PAPERS | SERVE PAPERS | **TOTAL:** 39 |
| **SIGNAL:** | STROKE | STROKE | **TOTAL:** 2 |
| **SIGNAL:** | THEFT | THEFT | **TOTAL:** 4 |
| **SIGNAL:** | THREATS | THREATS | **TOTAL:** 3 |

| | | | |
|---|---|---|---|
| **SIGNAL:** | TRAFFIC CONT | TRAFFIC CONTROL | **TOTAL:** 1 |
| **SIGNAL:** | TRANSPORT | TRANSPORT | **TOTAL:** 1 |
| **SIGNAL:** | TREE DOWN | TREE DOWN | **TOTAL:** 8 |
| **SIGNAL:** | TRESPASS | TRESPASS | **TOTAL:** 2 |
| **SIGNAL:** | UNLOCK VEH | UNLOCK VEHICLE | **TOTAL:** 12 |
| **SIGNAL:** | UNRULY | UNRULY | **TOTAL:** 1 |
| **SIGNAL:** | UNWANTED | UNWANTED PERSON | **TOTAL:** 3 |
| **SIGNAL:** | VIN INSP | VIN INSPECTION | **TOTAL:** 3 |
| **SIGNAL:** | WALK IN REP | WALK IN REPORT | **TOTAL:** 3 |
| **SIGNAL:** | WELFARE CHK | WELFARE CHECK | **TOTAL:** 4 |
| **SIGNAL:** | WIRES DOWN | WIRES DOWN | **TOTAL:** 1 |

**REPORT TOTAL:** 412

From 5/1/2026 To 5/31/2026 23:59:00 for Dept =MSO and Signal = ALL