

Regular Meeting Minutes  
Jenkins County Board of Commissioners  
Tuesday, March 10, 2026  
4:00 P.M.

1. The Jenkins County Board of Commissioners met for its Regular Monthly Meeting on Tuesday, March 10, 2026 at 4:00 P.M. in the Commissioners' Meeting Room at the James L. Henry Administrative Building. Commissioners in attendance were Tracie Coney, Mike Chance, Jonathan Powell and Pamela Dwight. Others in attendance were County Administrator Grady Saxon, County Attorney Kendall Gross, Attorney Cindy Ballew, Ms. Deborah Bennett, Mrs. Gwen Watson, Mr. Emmanuel Watson, Mrs. Debra Hearn, Mr. Bill Kent, Ms. Vivian Johnson, Mr. Charlie Walker, Jr., County Field Director Jason Oglesby, Ms. Krystal Coney, and Ms. Regina Coney, Mr. Eddie Dickey, Mr. Blais Chance, Ms. Sandra Morris, Ms. Diane Dowd, Ms. Skylar Dowd, Mr. Tony Felix, Mrs. Cheryl Tatum, and Ms. Skylar Hicks.
2. Commissioner Jonathan Powell called the meeting to order at 4:00 P.M. Commissioner Pamela Dwight gave the Invocation and Commissioner Powell led the Pledge of Allegiance. Commissioner Powell welcomed all those in attendance.
3. Commissioner Powell asked if any changes needed to be made to the AGENDA. Hearing none, a motion was made by Commissioner Coney and seconded by Commissioner Chance to approve the AGENDA as presented. The motion carried with four votes in favor.
4. Commissioner Powell called for the approval of the Minutes from the February 10, 2026 Regular Meeting. A motion was made by Commissioner Chance and seconded by Commissioner Coney to approve the Minutes from the February 10, 2026 Regular Meeting as presented. The motion carried with four votes in favor.
5. Under Personal Appearances, Mr. Blais Chance requested to the Board to locate Azalea Trail back to its originally platted location. He stated that at some point, over the years, the road moved to the middle of parcel 015 190 instead of along the left side as it was originally drawn. Field Director Oglesby stated that he was fine with it as long as it was up to DOT specifications when it was relocated. Mr. Chance will obtain Easement Agreements and will revisit the Board at a later date.
6. Finally under Personal Appearances, Mr. Tony Felix presented packets to each Board Member regarding an ongoing problem with the condition of a 0.8 mile section of Fields Road. He showed soil samples of the type of soil that is on the road. He asked the Board to evaluate the current use of Fields Road and consider solutions that will protect both the residents and the County's infrastructure. Commissioner Powell stated that Parker Engineering would visit the site and develop a plan for the road.

7. Under Old Business, Commissioner Jonathan Powell gave the final reading of the new Solar Ordinance and called for a vote. A motion was made by Commissioner Chance and seconded by Commissioner Coney to approve the new Solar Ordinance as presented. The motion carried with four votes in favor.
8. Next under Old Business, Mr. Saxon discussed a recent request from Perry Lane to be able to add additional mobile homes to a current mobile home park on Finch Road. The additions would be in violation of the County's Mobile Home Ordinance and would require a variance in order for Mr. Lane to proceed. It was discussed that Mr. Lane would need to visit the Health Department to see if the property would satisfy the perk test. Attorney Gross stated that the Mobile Home Ordinance may need to be revised due to the age of the Ordinance and to ensure that the Ordinance complies with Health Department regulations. He also stated that Mr. Lane should bring a formal plan of what he's asking for. A motion was made by Commissioner Chance and seconded by Commissioner Coney to table any action on this matter until Commissioner Powell can talk to Mr. Lane regarding the request. The motion carried with four votes in favor.
9. Next under Old Business, Attorney Gross presented a copy of the new Automatic Aid Agreement with the City of Millen. Mr. Saxon stated that, under the previous agreement, the County paid the City \$40,000 per year (paid quarterly in \$10,000 increments) for Automatic Aid for a period of five years. The new agreement would be for \$50,000 per year (paid quarterly in \$12,500 increments) for Automatic Aid for a period of five years. A motion was made by Commissioner Coney and seconded by Commissioner Chance to approve a new five-year Automatic Aid Agreement with the City of Millen at a cost of \$50,000 per year. The motion carried with four votes in favor.
10. Next under Old Business, Mr. Saxon discussed a proposed warranty renewal for the County's voting machines. Mr. Saxon stated that the company who sold the machines (Dominion) had been bought by another company. He stated that a copy of the warranty was received just today. Attorney Gross didn't like the warranty language, as it still contained the name of the previous company. A motion was made by Commissioner Chance and seconded by Commissioner Coney to table the renewal of the voting machine warranty until the warranty language is revised. The motion carried with four votes in favor.
11. Finally under Old Business, Attorney Cindy Ballew stated that she had spoken to the attorney representing River Oaks Subdivision. Since the County has not maintained the road through the subdivision, Attorney Ballew recommended that the County abandon the road. A motion was made by Commissioner Dwight and seconded by Commissioner Chance to proceed with the abandonment of River Oaks Subdivision Road. The motion carried with four votes in favor. Attorney Gross will initiate the process.
12. Under New Business, Field Director Jason Oglesby presented a revision to the County's Building Permit Fee Schedule, going to a flat fee of \$0.64 per square foot. The revision also included a provision for re-inspections at \$50 per trip. Another revision includes a

stipulation that all electrical work must be performed by a licensed inspection. A motion was made by Commissioner Chance and seconded by Commissioner Coney to approve the revisions to the Building Permit Fee Schedule. The motion carried with four votes in favor.

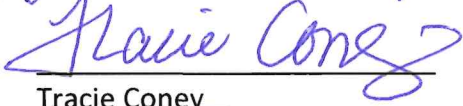
13. Next under New Business, Mr. Saxon presented a request from Hendley Wright, seeking the Board's approval for her to purchase a zebra. Mr. Saxon stated that the ownership of exotic animals was regulated by the DNR and the USDA, but the first step in the process was for the citizen to obtain local approval from the Board of Commissioners. Mr. Saxon stated that Ms. Wright currently had multiple horses on her property, but wanted to add a zebra to the mix. A motion was made by Commissioner Chance and seconded by Commissioner Coney to approve Hendley Wright to proceed with the application to purchase a zebra. The motion carried with four votes in favor.
14. Next under New Business, Mr. Saxon discussed the purchase of Sheriff's vehicles. Mr. Saxon discussed the quotes that had been presented by the Sheriff. He stated that the quotes came in as a mixed bag, but there were not three quotes for the same type/model vehicle. A motion was made by Commissioner Coney and seconded by Commissioner Dwight to table this matter until Sheriff Oglesby provides the necessary quotes. The motion carried with four votes in favor.
15. Next under New Business, Mr. Saxon presented a request from the Jenkins County Extension Office to be issued a County credit card to be used for personnel travel that would normally go through a reimbursement process. A motion was made by Commissioner Coney and seconded by Commissioner Dwight to approve a County credit card for the Extension Office. The motion carried with four votes in favor.
16. Finally under New Business, Mr. Saxon discussed a proposal submitted by Allgreen Services for the collection and disposal of Municipal Solid Waste. He stated that the current contract has an expiration of March 31, 2026, with an automatic five year renewal on April 1, 2026. He stated that the County currently pays \$3.50 per CY plus \$4,000 per month for cleanup around the dumpsters at a minimum of twice per month on an as needed basis. Mr. Saxon stated that the current bill is \$27,900 per month. The new proposal is to increase to \$4.75 per CY plus \$5,000 per month for cleanup around the dumpsters. Mr. Saxon would like to speak to Allgreen regarding the terms and he stated that Allgreen needs to "sharpen the pencil". Mr. Saxon mentioned terms presented in the original contract/amendment and the items that are currently not getting done. A motion was made by Commissioner Chance and seconded by Commissioner Dwight to table any action on the Solid Waste Collection Contract until a meeting with Sam Sullivan with Allgreen can be held. The motion carried with four votes in favor.
17. Under Field Director's Report, Jason Oglesby stated that the new lights had been installed on the courthouse lawn and that they have brightened it up in the evenings.

18. Under County Attorney's Report, Attorney Gross didn't have a report, but he did hand out to the Board a proposal for the Blighted and Derelict Property Ordinance for review.
19. Under Administrator's Report, Mr. Saxon reported that Krystal Coney with ROX Foundation had requested that the Board of Commissioners waive the rental for the AG Building on July 18, 2026 for its annual Back To School Giveaway (school supplies, backpacks, hygiene items, and hosting family oriented activities). A motion was made by Commissioner Coney and seconded by Commissioner Dwight to approve the request. The motion carried with 4 votes in favor.
20. Next under Administrator's Report, Mr. Saxon reported that he had sent in the last budget amendment request to begin the closeout process for the recreation department grant. He hopes to have the project closed out within 90 days.
21. Next under Administrator's Report, Mr. Saxon stated that the final payment for the Speedy Sapp Road/Gay's Hill Church Road Project would be going out this week. As soon as that check clears, Mr. Saxon will be ready to process the closeout with the State. Mr. Saxon stated that both of these projects were part of the Governor's LRA (Local Road Assistance) and required \$0 matching funds.
22. Finally under Administrator's Report, Mr. Saxon reported that both Rabitsch Road and Mays Road Drainage Projects are nearing completion. Mr. Saxon stated that the bid package for Old Louisville Road was delayed because the low bidder failed to provide the necessary qualifications for the bid.
23. There was no Chairman's Report.
24. Commissioner Dwight acknowledged City of Millen Mayor Pro Tem Regina Coney. The Board members welcomed her.
25. Commissioner Powell entertained a motion to enter Executive Session. A motion was made by Commissioner Chance and seconded by Commissioner Coney to enter Executive Session at 4:57 P.M. The motion carried with four votes in favor.
26. A motion was made by Commissioner Coney and seconded by Commissioner Dwight to exit Executive Session at 5:14 P.M. The motion carried with four votes in favor. All Commissioners present signed an affidavit stating that only two personnel matters were discussed.
27. A motion was made by Commissioner Chance and seconded by Commissioner Coney to promote Logan Saxon to full time at a rate of \$15 per hour and to promote Matthew Fordham to full time at a rate of \$21 per hour. The motion carried with four votes in favor.
28. The Board members signed all necessary meeting documents.

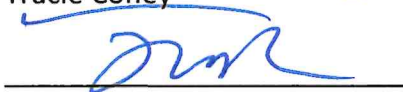
29. Commissioner Powell adjourned the meeting at 5:28 P.M.



Chairman Horace Weathersby III



Tracie Coney



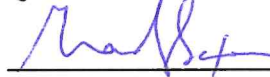
Jonathan Powell



Mike Chance



Pamela Dwight



Attest: Grady Saxon, Administrator

## JENKINS COUNTY SOLAR COLLECTION FACILITY ORDINANCE

### ARTICLE ONE GENERAL

#### 1.1 TITLE.

This ordinance shall be known as and may be cited as the “Jenkins County Solar Collection Facility Ordinance.”

#### 1.2 PURPOSE.

To promote the creation of solar collection and installation systems by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such systems that address public safety and minimize impacts on scenic, natural and cultural/historic resources.

#### 1.3 AUTHORITY AND JURISDICTION.

Whereas, consistent with Georgia Law, the Jenkins County Board of Commissioners has the authority to establish by ordinance or resolution such local rules and regulations, not in conflict with existing State or Federal Law, relating to the health, safety and welfare of the public;

Now therefore be it resolved that the following rules and regulations are hereby adopted. These regulations shall apply to all unincorporated land located within the boundaries of Jenkins County, Georgia.

### ARTICLE TWO GENERAL PROVISIONS

#### 2.1 DEFINITION.

Solar Electric Power Generation. Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions.

#### 2.2 LIABILITY.

This Ordinance shall not be construed as imposing upon the county any liability or responsibility for damages to any person or property caused by defect in any wiring or appliance or installation of any products. Nor shall the county or any official employee be held as

assuming any such liability or responsibility by means of the inspection authorized under this Ordinance.

**ARTICLE THREE**  
**SOLAR COLLECTION SYSTEMS (COMMERCIAL AND UTILITY SCALE)**

**3.1 SITE CONSIDERATIONS.**

- (a) Lot Size. The minimum lot size required for a solar collection facility shall be ten (10) acres. This excludes any proposed solar collection facility to be installed on an existing or a proposed building.
  
- (b) Glint and Glare. Solar components must have a UL listing and must be designed with anti-reflective coating(s). All construction shall be in compliance with the National Electric Code and the Georgia State Minimum Standard Building Code (IBC). The developer shall graphically demonstrate to the Jenkins County Board of Commissioners through the use of renderings, photographs or similar credible media that the proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and minimize glare issues. Panels are to be located and situated so that glare does not create a distraction or nuisance to traffic or adjacent residential properties. An engineer or qualified consultant statement that glint and glare will not be offensive to residents and traffic must be submitted.
  
- (c) Screening. The solar energy facility shall be fully screened from adjoining properties and adjacent roads by installation of a earthen berm which shall have a minimum height of eight (8) feet and evergreen buffer within 300 feet of the solar energy system. The evergreen buffer shall consist of two (2) rows capable of reaching a height of fifty (50) feet, with at least 75 percent opacity at the time of planting. Within all required buffers, equipment shall also be screened fenced with opaque screening to restrict unauthorized access for added security. Screening shall consist of a minimum of ten-foot opaque fence (color chosen by staff) around the perimeter of the solar energy facility with the addition of shrubbery, or trees. Landscaping and buffers must be routinely maintained. A berm shall be defined as an earthen mound or embankment designed to provide visual interest, screen views, reduce noise or fulfill other such purposes.
  
- (d) Setbacks. A minimum building setback of 500 feet measured from the nearest point of the property line of the parcel upon which the solar collection system is to be located to the nearest point of the property line upon which is located to the nearest residence, where abutting residential property and 65 feet from the public right-of-way is required for ground-mounted systems. This excludes any proposed solar collection facility to be installed on an existing or a proposed building. An evergreen buffer of 50' shall be required and maintained to limit the visual impact of the project/site from adjoining residential properties. The specific type of vegetation will be common for the area and be

of a height at maturity to obscure the fence. In the event any portion of the buffer dies or is destroyed, it shall be replaced using comparable species and height of the existing buffer.

- (e) Height Limitations. Freestanding solar panels that are ground-mounted shall not exceed 10' feet in height above the ground. No structure shall exceed a height greater than 25' feet, except for existing poles and overhead wiring. This is measured from the finished grade at the base of the structure to its highest point.
- (f) Storm Water and Sedimentation Control Requirements. All solar collection systems shall comply with storm water and erosion and sedimentation control plan requirements in accordance with Georgia Department of Natural Resources Environmental Protection Division (DNR-EPD) general construction storm water National Pollution Discharge and Elimination System (NPDES) permit requirements.
- (g) Wetlands and Stream Buffer Considerations. If applicable, all solar collection systems shall comply with setback requirements for wetlands in accordance with the U.S. Army Corps of Engineers and stream buffers in accordance with Georgia DNR-EPD requirements.
- (h) Interconnection Lines. All power lines from a ground-mounted solar collection system shall be located underground, excluding existing utilities.
- (i) Noise Level Limitations. Inverter noise shall not exceed **30 decibels** at the property line.
- (j) Airport. Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (k) Other. Other conditions that provide adequate protection for adjacent residential properties may be deemed reasonable and appropriate for the type of system, and may be added by the Jenkins County Board of Commissioners from time to time as the Board deems fit.

## **ARTICLE FOUR SOLAR COLLECTION SYSTEMS (RESIDENTIAL SOLAR SYSTEMS)**

### **4.1 SITE CONSIDERATIONS**

- (a) Height and Coverage Limitations. Freestanding solar panels located on the ground shall not exceed 10' feet in height above the ground. Roof-mounted panels shall not extend beyond the perimeter of the building on which the system is mounted or constructed. Roof- or building- mounted solar systems shall not cover more than eighty (80) percent of the roof area. The panels shall not be located within three (3) feet of any peak, eave, or valley of the roof to maintain pathways of accessibility. Elevation drawings must be submitted to show:

- (1) The highest finished slope of the solar collector and the slope of the finished roof surface on which it is mounted.
  - (2) The overall layout of the panels with the distance to the roof edge and any parapets on the building.
- (a) Design Review and Certification. Systems located on the roof shall provide, as part of their permit application, evidence of design review and structural certification if the slope of the panel differs from the roof pitch. All panels on commercial roofs shall provide this information regardless of slopes, as well as any residential roof with greater than fifty (50) percent coverage.
  - (b) Warning Signage. The manufacturers' or installers' identification and appropriate warning signage shall be posted on or near the panels in a clearly visible manner.
  - (c) Notification to Electric Company. No solar energy system shall be installed until evidence has been given to the Jenkins County Board of Commissioners that the electric company has been informed of the customers' intent to install an interconnected customer-owned generator. Off grid systems shall be exempt from this requirement.
  - (d) Panels Used by Someone Other Than Owner of Real Property. Any panels installed to be used by someone other than the owner of the real property shall provide a notarized affidavit or evidence of agreement between the lot owner and facility's owner or operator confirming that the facility owner or operator has permission of the property owner to install and utilize solar panels.

## **ARTICLE FIVE OPERATIONAL CONSIDERATIONS**

### **5.1 ELECTRICAL DISCONNECT.**

The electrical disconnect switch shall be clearly identified and accessible at all times to emergency personnel. The owner must file a map with the Jenkins County Emergency Management Agency depicting where the disconnect switch is located. The owner shall supply all emergency contact information to emergency personnel to have on file.

### **5.2 COMPLIANCE.**

The developer/owner shall at all times construct and operate the facility in compliance with local, state, and federal requirements as to soil erosion and sedimentation, stormwater management, and all other environmental, cultural, and historic resources regulations. The owner shall operate the facility in compliance with any interconnection requirements from appropriate public utilities or public utility regulatory agencies.

### **5.3 FAILURE TO PROCEED AND ABANDONMENT.**

The developer shall submit a decommission plan to the Jenkins County Board of Commissioners for approval. In the event the developer/owner ceases operation of the solar collection facility, or begins but does not complete construction of the project, the developer/owner shall restore the site to as natural a condition as possible within six (6) months of the removal. Any solar collection device or combination of devices that is not operated for a continuous period of six (6) months and for which there are no applications pending for permitted use of the structure at the end of such 6-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The developer/owner of an abandoned solar collection device shall be under a duty to remove such device under the decommission plan. If such device(s) is not removed within a reasonable amount of time, not to exceed three months after receipt of notice from the county notifying the developer/owner of such abandonment, the county may, at its discretion, pursue all legal remedies available to it to insure that the abandoned device(s) is removed. Delay by the county in taking action shall not in any way waive the county's right to take action.

In addition to the decommission plan, the developer/owner shall submit a bond issued by an insurance carrier bearing a A.M. Best insurance rating of A+ or higher renewing annually until the solar project is decommissioned or a irrevocable letter of credit and agreement, so as to ensure the property is returned to its natural, pre-solar panel state. The amount of the bond shall be 125% of the estimated decommissioning cost minus the salvageable value, or \$50,000, whichever is greater. Estimates shall be determined by an engineer licensed to practice in Georgia.

Every five (5) years a new engineer's estimate of probable cost of decommissioning shall be submitted for approval in the same manner as the initial submission, and the bond, letter of credit, or other financial security acceptable to the county, shall be adjusted upward or downward as necessary to reflect the then current cost of the decommissioning and return the property to its pre-solar panel state.

## **ARTICLE SIX APPLICATION REQUIREMENTS**

- (a) The developer must submit a descriptive plot plan/design, including setbacks, panel sizes, location of property lines, buildings, and road rights-of-way.
- (b) No solar collection system, residential or commercial/utility, shall be installed until evidence has been presented to the Jenkins County Board of Commissioners that the appropriate electric utility company has been informed of the customer's intent to install a solar farm, or solar collection system.
- (c) An affidavit or other documentation of agreement between the property owner and the facility's owner or operator confirming that the owner or operator has the permission of the property owner to apply for necessary permits for construction and operation of the solar collection facility.

- (d) All solar collection facilities must utilize approved solar components. Electric solar system components must have a UL listing.
- (e) All active solar collection facilities and systems shall meet all requirements of the Georgia State Minimum Standard Building Code.

## **ARTICLE SEVEN DECOMMISSIONING**

- (a) Solar systems which have not been in continuous service for a period of at least six (6) months, excluding periods of force majeure (acts of God, storms, etc.) or when a system is under repair or maintenance, shall be removed at the system owner's expense in accordance with applicable laws (environmental, health, safety, etc.) and a decommission plan submitted by the owner to the county.
- (b) The site shall be restored to as natural a condition as possible within six (6) months of the removal.
- (c) Disposal of any solid or hazardous waste must be performed by the system's owner at their expense and in accordance with local, state, and federal waste disposal regulations.
- (d) Documentation of any and all disposal of materials will be provided to the Jenkins County Board of Commissioners upon completion of restoration.
- (e) In addition to the decommission plan, the developer/owner shall submit a bond issued by an insurance carrier bearing an A.M. Best insurance rating of A+ or higher renewing annually until the solar project is decommissioned or a irrevocable letter of credit and agreement, so as to ensure the property is returned to its natural, pre-solar panel state. The amount of the bond shall be 125% of the estimated decommissioning cost minus the salvageable value, or \$50,000, whichever is greater. Estimates shall be determined by an engineer licensed to practice in the state of Georgia.

Every five (5) years a new engineer's estimate of probable cost of decommissioning shall be submitted for approval in the same manner as the initial submission, and the bond, letter of credit, or other financial security acceptable to the county, shall be adjusted upward or downward as necessary to reflect the then current cost of the decommissioning and return the property to its pre-solar panel state.

**ARTICLE EIGHT  
ENFORCEMENT AND PENALTIES**

**8.1 ENFORCEMENT.**

The sheriff of the county, the deputies thereof, constables, and all other law enforcement officers shall be authorized to issue citations to violators of any provisions of this Ordinance. Such citation shall state the time and place at which the accused is to appear for trial; shall identify the offense with which the accused is charged; shall have an identifying number by which it shall be filed with the court; shall indicate the identity of the accused and the date of service; and shall be signed by the officer who completes and serves it. In addition to or in lieu of the foregoing, the governing authority may, whether by legal process or otherwise, seek to enjoin, correct, and/or abate any violations of this Ordinance.

**8.2 PENALTY AND COURT PROCEEDINGS**

- (a) Any person violating this Ordinance, or any provision hereof, upon conviction, may be punished by imposition of a fine not to exceed \$1,000.00, by imprisonment in the county jail for a period not to exceed 60 days, or by both such fine and imprisonment, or up to the limits of any penalty provided by state law.
- (b) No person accused of violating this Ordinance shall be arrested prior to trial, but any defendant who fails to appear for trial shall be arrested thereafter on a warrant of the court, and required to post a bond for his future appearance.
- (c) Violations of this Ordinance shall be tried either by citation as described in Section 8.1 or by accusations. Such proceedings may be tried with or without a prosecuting attorney. The county attorney shall serve as prosecuting attorney.
- (d) Violations of this Ordinance shall be tried in the magistrate court of Jenkins County.
- (e) Each day any violation of this Ordinance shall continue shall constitute a separate offense. Each violation of this Ordinance shall constitute a separate offense.

**ARTICLE NINE  
LEGAL STATUS PROVISIONS**

**9.1 INTERPRETATION.**

The regulations expressed in this ordinance shall be considered as the minimum provisions for the protection of the health, safety, economy, appearance, convenience, and welfare of the general public.

**9.2 CONFLICT WITH OTHER LAWS, ORDINANCES, AND REGULATIONS.**

Except as provided in this section, whenever the requirements made under authority of this Ordinance impose higher standards than are required in any other statute of local ordinance or regulation, provisions of this Ordinance shall govern.

**9.3 SEPARABILITY.**

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such a declaration shall not affect the Ordinance as a whole, or any other part thereof other than the part so declared to be unconstitutional or invalid.

**9.4 EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force on and after the date that it is enacted by the governing authority.

Adopted, approved and enacted this 10<sup>th</sup> day of March, 2026 at the Regular Meeting of the Board of Commissioners of Jenkins County.

**JENKINS COUNTY, GEORGIA**

By: \_\_\_\_\_  
Horace Weathersby, Chair  
Jenkins County Board of Commissioners

By:  \_\_\_\_\_  
Jonathan Powell, Vice Chair  
Jenkins County Board of Commissioners

By:  \_\_\_\_\_  
Mike Chance, Member  
Jenkins County Board of Commissioners

By:  \_\_\_\_\_  
Tracie Coney, Member  
Jenkins County Board of Commissioners

By:  \_\_\_\_\_  
Pamela Dwight, Member  
Jenkins County Board of Commissioners

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF MILLEN, GEORGIA, AND JENKINS COUNTY, GEORGIA  
FOR MUTUAL AID FOR FIRE FIGHTING AND  
RESCUE SPECIALIST SERVICES**

**THIS AGREEMENT**, is made and entered into this 10<sup>th</sup> day of March 2026, between **THE CITY OF MILLEN, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (“City,” “Millen” or “City of Millen”) and **JENKINS COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“County,” “Jenkins” or “Jenkins County”) for the purpose of providing mutual aid for fire protection and related firefighting and rescue specialist services for the citizens of Millen and Jenkins County.

**WITNESSETH:**

**WHEREAS** the City of Millen and Jenkins County are desirous of securing for each of the parties hereto mutual aid in fire fighting for the protection of life and property from fire: and

**WHEREAS** the City currently houses and dispatches the County’s fire engine, rescue truck and equipment; and

**WHEREAS** all full-time and volunteer firefighters and rescue specialists dispatched pursuant to this agreement are employees of the City and covered by the City’s Workers Compensation and liability insurance policies; and

**WHEREAS** both the City and County are privatizing the collection and disposal of garbage and solid waste; and

**WHEREAS** the use of the County’s landfill by the City for a reduced tipping fee provided consideration of the services provided by City to the County, as stated herein and in the existing Service Delivery Strategy agreement and, since use of the County’s landfill will no longer be required by the City, a revised means of compensating the City for its services to the County is required; and,

**WHEREAS** the County has agreed to pay to the City \$50,000.00 each year for the term of this agreement, such amount being paid in quarterly installments of \$12,500.00 each beginning on April 1, 2026 and thereafter on July 1, October 1, January 1, and April 1 each year; and,

**WHEREAS** each of the parties hereto are authorized under the intergovernmental contracts provision of the Georgia Constitution, Article 9, Section 3, Paragraph 1 to contract with each other for a period not exceeding fifty (50) years for activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS** each party does hereby represent to the other that each is respectively authorized by law to enter into this agreement.

**NOW THEREFORE** for and in consideration of the mutual and reciprocal benefits inuring to each of the parties hereto, the parties do hereby contract and agree as follows:

## **ARTICLE I. MUTUAL AID**

### **A. DISPATCH TO JENKINS COUNTY**

Upon receipt of a dispatch call from the E-911 dispatcher requesting fire service or rescue specialist services within the County, fire engines, firefighting equipment, and the rescue truck and personnel of the City's fire department may be dispatched to any point within the unincorporated area of the County as provided herein.

### **B. DISPATCH TO THE CITY OF MILLEN**

Upon receipt of a dispatch call from the E-911 dispatcher requesting fire service within the city, the fire engine and firefighting equipment owned by the County may be dispatched to any point within the city limits of the City as provided herein.

### **C. DISPATCH OF EQUIPMENT AND PERSONNEL**

The dispatch of equipment and personnel pursuant to this Agreement shall be subject to the following conditions:

1. The City's fire engines, firefighting equipment and personnel will be dispatched initially to fight fires within the City and the County's fire engine and firefighting equipment will be dispatched to such fires only in the event such equipment is needed to adequately address the fire.

2. The County's fire engine and firefighting equipment will be dispatched initially to fight fires outside the corporate limits of the City and the City's fire engines and equipment will be dispatched to such fires only in the event such equipment is needed to adequately address the power.

3. The County's rescue truck will be dispatched to respond to emergencies in either the City or County as needed.

4. All firefighting and rescue specialist personnel responding to fires or extrication services in the city and county shall report to and be commanded by the City's senior officer at the scene.

### **D. REIMBURSEMENT**

1. The City shall employ and provide training for its personnel and shall maintain its fire engines and equipment. Further, the City shall provide housing of the County's fire engine, tanker, rescue truck and their equipment at no cost to the County.

2. The County shall be responsible for the maintenance and insurance of its fire engine, rescue truck and equipment and, to the extent that such service is provided by the City or its employees, the County shall reimburse the City for such cost.

3. The County shall pay the City for the service of the City's volunteer firefighters and rescue specialists who respond to fires and other emergencies outside the corporate limits of the City in accordance with such policies as may be approved by its Board of Commissioners from time to time. The City shall, in turn, use such funds to reimburse its volunteer firefighters and rescue specialists for the services they provide to the County.

4. The City shall maintain its Workers Compensation and liability insurance coverage (\$1,000,000) at not less than its current coverage level and shall be solely responsible for payment of the insurance premiums for such coverage.

5. The County shall reimburse the City for any insurance deductible amount it may be required to pay as a result of a claim against the City by City personnel injured or entitled to reimbursement as the result of that employee's service as firefighters and rescue specialists in the unincorporated area of the County, provided however, that such deductible amount shall not exceed \$10,000.00 per occurrence.

6. The County shall indemnify and hold the City harmless from any loss it might incur over and above its insurance coverage as the result of claims made against the City resulting from the City's service to the County in connection with this Agreement, with the exception of gross negligence by the City's employees.

7. The City shall provide an annual accounting to the County for its actual and estimated costs of housing the County's equipment and providing fire and rescue services to the County.

## **ARTICLE II. COMPENSATION FOR PROVISIONS OF SERVICE**

The County agrees to pay the City \$50,000.00 per year for the five-year term of this agreement, such amount being paid in quarterly installments of \$12,500.00 each beginning April 1, 2026 and thereafter on July 1, October 1, January 1, and April 1 each year.

## **ARTICLE III. MISCELLANEOUS PROVISIONS**

### **A. NO LIABILITY; COVENANT NOT TO SUE**

With the sole exception of claims arising as the result of gross negligence, each party does hereby waive and renounce any and all claims against each other that may arise in the future as a consequence of the performance of any of the conditions of this agreement, for damage or loss to

person or property, including personal injury or death, and each party further agrees and covenants not to sue the other party for compensation for any loss to person or property occurring as a consequence of the performance of any of the conditions of this Agreement.

**B. TERMINATION OF AGREEMENT**

The term of this agreement is for five (5) years beginning as April 1, 2026.

**C. SEVERABILITY**

In the event any part or parts of this Agreement is determined to be unconstitutional or unlawful, the remaining part or parts of this Agreement shall remain in full force and effect.

**D. FORCE MAJUER**

In the event performance by either party of the obligations assumed pursuant to this agreement shall be interrupted or delayed by an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Agreement, then such party shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

**E. MERGER**

This writing constitutes the entire agreement by and between the parties with respect to mutual aid for the provision of fire fighting personnel and equipment. Any alterations, additions, deletions, or other amendments hereto shall be in writing, and dated subsequent hereto, or otherwise, shall be of no force and effect.

**F. MODIFICATION OF EXISTING SERVICE DELIVERY STRATEGY**

This Agreement shall be provided to the Department of Community Affairs (“DCA”) for inclusion with and as an amendment to the existing Service Delivery Strategy as previously negotiated between the parties and provided to the DCA.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

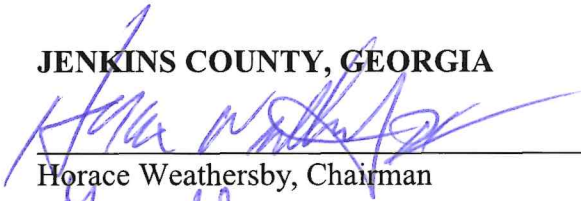
**SIGNATURES CONTINUE ON FOLLOWING PAGE**

**CITY OF MILLEN**

BY: \_\_\_\_\_ (SEAL)  
A. King Rocker, Mayor

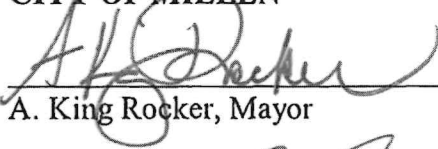
ATTEST: \_\_\_\_\_ (SEAL)  
Jeff Brantley, City Manager

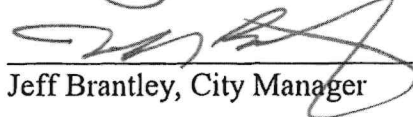
**JENKINS COUNTY, GEORGIA**

BY:  \_\_\_\_\_ (SEAL)  
Horace Weathersby, Chairman

ATTEST:  \_\_\_\_\_ (SEAL)  
Grady Saxon, County Administrator

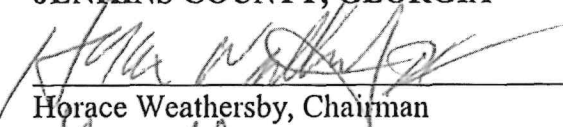
**CITY OF MILLEN**


BY:  (SEAL)  
A. King Rocker, Mayor

ATTEST:  (SEAL)  
Jeff Brantley, City Manager



**JENKINS COUNTY, GEORGIA**

BY:  (SEAL)  
Horace Weathersby, Chairman

ATTEST:  (SEAL)  
Grady Saxon, County Administrator