

AGENDA
COOSA COUNTY COMMISSION
May 11, 2021
9:30 Regular Commission Meeting

WELCOME

PUBLIC COMMENTS: Burt and Sharon Coffman—GFL Garbage issues and concerns
 Kermit Porch—Proposal of Weogufka Creek Bridge located on
 CR-56 be dedicated to his father, L.L. Porch, Weogufka School
 principal 1951-1959

ELECTED OFFICIAL COMMENT:**CALL TO ORDER****COMMISSION ROLL CALL****INVOCATION, PLEDGE OF ALLEGIANCE****APPROVE AGENDA****READING OF MINUTES****AWARDS AND PRESENTATIONS****CONSENT AGENDA- MOTION AND SECOND TO APPROVE**

- (A) Motion for Vice Chairman to authorize, to issue and sign checks for payment of monthly expenses and payroll.
- (B) Motion to approve changes in employees: job description, salary, work hours, status (including budget approved raises).

NEW BUSINESS

- (1) Approval to remove former County Administrator Bridget H. Graham and former Chairman Todd Adams from county commission safety deposit box and all commission accounts.
- (2) Approval to add County Administrator Amy L. Gilliland to county commission safety deposit box access and as a signer on all commission accounts.
- (3) Approval to remove former County Administrator Bridget H. Graham from county commission credit card and add County Administrator Amy L. Gilliland.
- (4) Approval for 2 surplus Mack dump trucks to be sold at JM Wood auction— Engineer Eason Mack truck Decal 222 Asset 700046 and Mack truck Decal 223 Asset 700047
- (5) Approval to purchase 2 new tractors from the ACCA bid through the Alabama County Joint Bidding Program —Engineer Eason.
 John Deere Tractor 6120M Bid price of \$65,370.79 from Sun South LLC and
 John Deere Tractor 6120E Bid price of \$53,460.56 from Sun South LLC
- (6) Approval for an hourly rate increase for Highway Department employee(s)—Commissioner Dunham, Engineer Eason.
- (7) Retroactive Approval to open bank account entitled Corona Virus Rescue Act Fund for funds which will be received from the Corona Virus American Rescue Plan Act 2021

- (8) Approval to replace the AutoMark electronic ballot marking machines with the new ExpressVote electronic ballot marking machines—Judge Dean
The total cost to upgrade Coosa County to the ExpressVote electronic ballot machines is \$35,000.00. The county will be required to use all funds from the HAVA account, which is \$235.57 and the Secretary of State's Office will subsidize \$34,764.43 to make the difference in the total purchase price.
- (9) Approval of FMLA request for Sheriff's Department employee.
- (10) Approval of FMLA request for Revenue Commissioner's employee.
- (11) Discussion of Lake Martin Development Park—Commissioner Kelley
- (12) Discussion of County Legislative Report—Vice-chair Commissioner Kelly-McElrath, Administrator Amy Gilliland
- (A) Governor's enactment of law alleviating jurisdiction confusion among local governments.
 - (B) Governor's enactment of law allowing for maximum use of solid waste funds
 - (C) Governor's enactment of law expanding membership of Employees' Retirement System Board

OLD BUSINESS

- (1) Approval to proceed with bid of roof for DHR/BOE if State DHR has agreed to specifications—Director White of DHR.

STAFF REPORTS

Administrator -

Attorney-

EMA

Courthouse Maintenance-

Engineer-

Safety Coordinator-

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

**MINUTES
COOSA COUNTY COMMISSION
MAY 11, 2021
9:30 A.M.
ELECTED OFFICIAL COMMENT**

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE MAY 11, 2021 FOR ITS REGULAR MEETING WITH VICE CHAIR BERTHA K. MCELRATH, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF, VICE CHAIR BERTHA K. MCELRATH, UNZELL KELLEY, RANDALL DUNHAM, AND RONNIE JOINER.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION WAS GIVEN BY COMMISSIONER UNZELL KELLEY. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

APPROVE AGENDA

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY RONNIE JOINER TO ADD TO THE ADGENDA. UNANIMOUSLY APPROVED

READING OF MINUTES

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER TO DISPENSE READING OF MINUTES. UNANIMOUSLY APPROVED

AWARDS AND PRESENTATION

NONE

CONSENT AGENDA

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO APPROVE FOR THE VICE CHAIRMAN AND ADMINISTRATOR TO AUTHORIZE TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. UNANIMOUSLY APPROVED

MOTION TO APPROVE CHANGES IN EMPLOYEES: JOB DESCRIPTION, SALARY, WORK HOURS, STATUS (INCLUDING BUDGET APPROVED RAISES).

NEW BUSINESS

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY UNZELL KELLEY THE APPROVAL TO REMOVE FORMER COUNTY ADMINISTRATOR BRIDGET H. GRAHAM AND FORMER CHAIRMAN TODD ADAMS FROM COUNTY COMMISSION SAFETY DEPOSIT BOX AND ALL COMMISSION ACCOUNTS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY UNZELL KELLEY THE APPROVAL TO ADD COUNTY ADMINISTRATOR AMY L. GILLILAND TO COUNTY COMMISSION

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SAFETY DEPOSIT BOX ACCESS AND AS A SIGNER ON ALL COMMISSION ACCOUNTS.

UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY THE APPROVAL TO REMOVE FORMER COUNTY ADMINISTRATOR BRIDGET H.GRAHAM FROM COUNTY COMMISSION CREDIT CARD AND ADD COUNTY ADMINISTRATOR AMY L. GILLILAND. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY RANDALL DUNHAM THE APPROVAL FOR 2 SURPLUS MACK DUMP TRUCKS TO BE SOLD AT JM WOOD AUCTION. MACK TRUCK DECAL 222 ASSET 700046 AND MACK TRUCK DECAL 223 ASSET 700047. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY RANDALL DUNHAM THE APPROVAL TO PURCHASE 2 NEW JOHN DEERE 6120E TRACTORS FROM THE ACCA BID THROUGH THE ALABAMA COUNTY JOINT BIDDING PROGRAM, IN THE AMOUNT OF \$53,460.56 FROM SUN SOUTH LLC. UNANIMOUSLY APPROVED.

BID SUBMITTAL FORM
Alabama County Joint Bidding Program
Heavy Equipment - Bid Item: 05 PTO Tractor Option B

Company Name: Sun South LLC

Address: 1100 Hartford Hwy
Dunham, AL 36305

Bid Submitted by: Daniel Cushman
(Name of company representative)

Title: Gen Business Mgr E-mail address: dcushman@sunsouth.com

Phone: 334-796-1013 Fax: _____

By submitting this bid, we agree:

The equipment model number identified below meets the bid specs for this bid item

Initials
DC

That the bid price will be honored for all counties for the period from Jan. 1, 2021 to Dec. 31, 2021.

DC

The equipment will be delivered at the bid price to all counties participating in the joint bid program.

DC

The company acknowledges the freight preparation and delivery price is to be included in the total bid price for the standard machine.

DC

The company representative listed above will be the contact person for purchasing this bid item under the joint bid program.

DC

The bid is accompanied by a current catalog or model specification document for the model number identified below.

DC

The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications.

DC

The bid includes the e-verify documentation required by Alabama law.

DC

If awarded the bid, a performance bond will be provided upon request.

DC

Total Bid Price for Standard Machine: \$ 53,460.56
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 1400.00
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 71,610.14

Equipment Model #: John Deere 6120E

Description: Tractor

Signature of company representative submitting bid: [Signature]

Title: Gov Business Mgr.

* NOTE: Award will be made based on the total cost of the Standard Machine. The total cost of the standard machine is to include the freight preparation, delivery and standard warranty cost. Freight preparation, delivery will be excluded from the total bid price of the standard machine in determining the percentage discount for any available options.

BID SUBMITTAL FORM: OPTION COST SHEET

By submitting this bid, we agree:

To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine* 27.30%

The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine DC

Equipment Model #: John Deere 6120E

Description: Tractor

Signature of company representative submitting bid: [Signature]

Title: Gov. Business Mgr.

*Note: The percent difference between the Manufacturer's Suggested Retail Price Sheet (MSRP) for the standard machine as specified by these Bid Specifications and the actual price bid by the vendor will be calculated to determine the percentage discount to be applied to any available options. The bid price of the freight preparation, delivery cost shall be excluded in determining the percentage discount to be applied to available options. Any individual county may choose to add any available option to the standard machine at the percentage discount at the time of purchase.

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER THE APPROVAL FOR RECLASSIFICATION JOB FOR HOURLY RATE EMPLOYEES AT HIGHWAY DEPARTMENT. UNANIMOUSLY APPROVED

Highway Dept. Pay Scale

	<u>2005</u> <u>Rate</u>	<u>2021 *</u> <u>Suggested</u>
Foreman Guides employees to work orders, makes arrangements for work, etc.	\$10.98	\$16.30
Clerk 1 Answer phones and typing	\$8.21	\$12.19
Clerk 2 Answer phones, typing, fuel reports, FA Projects, Plans to completion	\$10.98	\$16.30
Mechanic Array of knowledge in small and heavy equipment Mechanics with creditable experience	\$10.36	\$15.38
Asst. Mechanic General knowledge – beginner	\$8.21	\$12.19
Operator Broom, roller, bush hog operator	\$8.21	\$12.19
Operator 2 Backhoe, sidecutter, loader, dozer, patching machine	\$8.70	\$12.92
Operator 3 Track hoe, chip spreader, distributor operator	\$9.78	\$14.52
Truck Driver Dump truck, fuel truck, tractor and trailer	\$8.21	\$12.19
General Laborer	\$7.74	\$11.49

* suggested rate is calculated at 2.5% over the course of 15 years

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER THE APPROVAL TO OPEN BANK ACCOUNT ENTITLED CORONA VIRUS RESCUE ACT FUND. UNANIMOUSLY APPROVED

sscott@fbonline.biz

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

MEMORANDUM

TO: County Commission Clerks/Administrators
FROM: Rachel L. Riddle, Chief Examiner *Rachel Laurie Riddle*
SUBJECT: Coronavirus American Rescue Plan Act 2021
DATE: March 16, 2021

The American Rescue Plan Act of 2021 was recently signed into law. As a result, federal appropriations will be made through December 31, 2024, to states, territories and tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus (COVID-19). All counties in Alabama will receive an appropriation from the Act which should be recorded in the fund listed below.

Please remember that these are federal funds and county commissions will require a Federal Single Audit in any fiscal year in which more than \$750,000 of federal funds is expended.

Fund and Revenue Code Information

The fund and revenue code for this revenue allocation is as follows:

Fund Title: Coronavirus Rescue Act Fund
Fund Type: Special Revenue
Fund Number: 299
Revenue Code: *see County Finance Manual, 44700-44799 should be used.

Suzanne,
Please set this account up with all current signed. Coosa County will receive over two million dollars as a direct allocation to this account.
Thank you

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MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY RONNIE JOINER THE APPROVAL TO REPLACE THE AUTO MARK ELECTRONIC BALLOT MARKING MACHINES WITH THE NEW EXPRESS VOTE ELECTRONIC BALLOT MARKING MACHINES. THE TOTAL COST TO UPGRADE COOSA COUNTY TO THE EXPRESS VOTE ELECTRONIC BALLOT MACHINES IS \$35,000.00. THE COUNTY WILL BE REQUIRED TO USE ALL FUNDS FROM THE HAVA ACCOUNT WHICH IS \$235.57 AND THE SECRETARY OF STATE'S OFFICE WILL SUBIDIZE \$34,764.43 TO MAKE THE DIFFERENCE IN THE TOTAL PURCHASE PRICE. UNANIMOUSLY APPROVED

5/7/2021

Gmail - FW: ExpressVote

To: Richard Dean <Judge@coosaprobate.com>

Cc: COOSACOUNTYADM@GMAIL.COM; tjenningsa@icloud.com; Freeman, Taylor <taylor.freeman@sos.alabama.gov>

Subject: ExpressVote

Dear Judge Dean:

As you know, the AutoMARK electronic ballot marking machines are outdated and in need of an upgrade. Due to this situation, the Secretary of State's Office has developed a plan to enable counties that do not have the most up-to-date electronic ballot marking machines, the ExpressVote, to acquire this system without stressing counties' budgets.

Eight counties currently use ExpressVote, and our plan is to focus on the remaining 59 counties still utilizing the AutoMARK machines. To meet this goal, we have worked with ES&S to reduce the cost of ExpressVote by approximately 25% per unit.

If you are receiving this email, your county is one of the 59 counties still utilizing the AutoMARK machines. Please find attached to this email a letter specific to your county. The letter is also being mailed to you. The letter outlines the specific number of ExpressVote machines ES&S has identified your county needs. It is important that you review the attached letter and respond back to us no later than June 30 as the letter indicates.

We are pleased to make this opportunity available to your county.

If you have any questions, please contact me at david.brewer@sos.alabama.gov or 334.242.7207 or 334.324.6195.

Thank you,

DAVID A. Z. BREWER

Deputy Secretary of State and Chief of Staff

Office of the Honorable John H. Merrill

Secretary of State, State of Alabama

600 Dexter Avenue, Suite S-105

Montgomery, Alabama 36130

(334) 242-7207 Office

(334) 324-6195 Cell



2 attachments

Coosa County.pdf

Items Requested for Remuneration

Please complete this section indicating the item(s) and the reasoning your county's elections will benefit from the acquisition of the item(s). In order to be eligible to receive funds, you must complete all areas in this section. Remember to provide a picture or rendering of the property.

Items [Property or Services] to be Purchased with Concise Description	Cost of Items [Property or Services]	Reason for Purchase
County's portion of acquisition cost of 14 ExpressVote Electronic Ballot Marking Machines	\$235.57	To upgrade the county's electronic ballot marking machines for handicap voters to the ExpressVote from the outdated AutoMARK
		The Secretary of State's Office will be subsidizing \$34,764.43 of the acquisition costs to cover the entire cost of \$35,00.00
TOTAL:	\$235.57	

Please provide details for each non-repeating item for which you are seeking reimbursement
Make additional pages if necessary



Coosa County, AL
Purchase Proposal Quote
 Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
Tabulation Hardware		
1A	ExpressVote Ballot Marking Device	
	ExpressVote BMD Terminal Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and one (1) Standard 4GB Memory Module	\$46,550.00
1A	Serialized Case	\$2,458.00
Election Services		
X	Hardware and Firmware Warranty through September 30, 2022 (If Delivery Occurs On Or Before June 30, 2021)	Included
X	Revisions, Installation, Regional Training and Shipping and Handling	\$2,023.00
X	Customer Discount and AutoMARK Trade-In Allowance	(\$16,023.00)
Total Purchase Solution		\$35,000.00
Payment Terms		
	Amount due within thirty (30) calendar days of completion	\$17,500.00
	Amount due within thirty (30) calendar days of delivery of Hardware and/or Software	\$17,500.00
Annual Post-Warranty License and Maintenance and Support Fees		
(Fees are Based Upon a 4-Year Customer Commitment to Subscribe to the Following Services)		
1A	Annual Post-Warranty Hardware Maintenance and Support Fees: ExpressVote BMD included Warranty with 24-hour Maintenance	\$1,365.00
1A	Annual Post-Warranty Firmware License and Maintenance and Support Fees: Firmware License - ExpressVote	\$910.00
Total Annual Post-Warranty License and Maintenance and Support Fees		\$2,275.00

Footnotes:

- This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
- Quote valid for 90 days and thereafter may change. Annual Post-Warranty Hardware and Firmware fees will remain firm for four years following expiration of the extended warranty period.
- All applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
- The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer requirements.
- ES&S will coordinate the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for packing, crating and pre-filing the trade-in equipment for shipment.

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY THE APPROVAL OF FMLA LEAVE FOR SHERIFF OFFICE EMPLOYEE. UNANIMOUSLY APPROVED

On 4/30/2021 when I went to see Dr. Holt regarding my C5-7 neck surgery- they said that I was not allowed to drive for a minimum of 4 weeks after surgery and could not return to work for 6 weeks. I will have exhausted my sick hours on May 5, 2021 and vacation hours during this recuperation period. I am requesting donated time from my coworkers in order to be able to recuperate from this neck surgery.

Sincerely,



4/30/2021

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER THE APPROVAL OF FMLA LEAVE AND DONATED HOURS FOR REVENUE COMMISSIONER'S EMPLOYEE. UNANIMOUSLY APPROVED

Coosa County Commission
PO Box 10
Rockford, AL 35136

May 3, 2021

Coosa County Commissioners:

I am currently pregnant, my due date is July 1, 2021. I anticipate taking 10 weeks for my maternity leave.

I would like to be considered for FMLA.

Thank you,



MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER THE APPROVAL OF DONATED HOURS FOR SHERIFF OFFICE EMPLOYEE. UNANIMOUSLY APPROVED

DISCUSSION OF LAKE MARTIN DEVELOPMENT PARK.

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL TO GO INTO EXECUTIVE SESSION. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL TO COME OUT OF EXECUTIVE SESSION. UNANIMOUSLY APPROVED

DISCUSSION OF COUNTY LEGISLATIVE REPORT-BERTHA MCELRATH

- (A) GOVERNOR'S ENACTMENT OF LAW ALLEVIATION JURSDICTION CONFUSION AMONG LOCAL GONVERNMENTS.
- (B) GOVERNOR'S ENACTMENT OF LAW ALLOWING FOR MAXIMUM USE OF SOCIAL WASTE FUUNDS.
- (C) GOVERNOR'S ENACTMENT OF LAW EXPANDING MEMBERSHIP OF EMPLOYEES' RETIREMENT SYSTEM BOARD.

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER THE APPROVAL NOT TO VOTE ON A CHAIRMAN. UNANIMOUSLY APPROVED

OLD BUSINESS

MOTION BY COMMISSIONERS UZELL KELLEY AND SECONDED BY BERTHA MCELRATH THE APPROVAL TO TABLE THE PROCEED WITH BID OF ROOF FOR DHR/BOE IF STATE DHR HAS AGREED TO SPECIFICATIONS. UNANIMOUSLY APPROVED

MOTION TO ADJOURN

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 8TH DAY OF JUNE, 2021.


VICE-CHAIR BERTHA K.MCELRATH


UNZELL KELLEY


RANDALL DUNHAM


RONNIE JOINER

AGENDA
COOSA COUNTY COMMISSION
June 8, 2021
9:30 Regular Commission Meeting

WELCOME

PUBLIC COMMENTS: Burt and Sharon Coffman—Equality Volunteer Fire Dept. CR 20 extension for Station 2 project.
 Leslie Hardy—Animal shelter
 Sharon Hayes—Extension office concerns

ELECTED OFFICIAL COMMENT:**CALL TO ORDER****COMMISSION ROLL CALL****INVOCATION, PLEDGE OF ALLEGIANCE****APPROVE AGENDA****READING OF MINUTES****AWARDS AND PRESENTATIONS****CONSENT AGENDA- MOTION AND SECOND TO APPROVE**

- (A) Motion for Vice Chairman and Administrator to authorize, to issue and sign checks for payment of monthly expenses and payroll.
- (B) Motion to approve changes in employees: job description, salary, work hours, status (including budget approved raises).

NEW BUSINESS

- (1) Approve a new contract with Certified Payments to be effective 10/1/2021 for credit/debit card property tax collections. This new vendor change will not affect the budget—Revenue Commissioner Debra Lamberth.
- (2) Approval of DFC 22, Insolvents, Errors and Taxes in Litigation for 2020 as required by the Code Alabama and signed by the Chairman of the Coosa County Commission. This report reflects the error in assessments and taxes that were not collected for the State of Alabama. This report is submitted to the State Comptroller's office as part of the Final Settlement for 2020—Revenue Commissioner Debra Lamberth.
- (3) Approve deposit for the water meter at the Senior Center Building—Commissioner Joiner.
- (4) Approve payment for signage for Paul Perrett Senior Center Building—Commissioner Joiner.
- (5) Approve replacement of hand rails at the Senior Center Building—Commissioner Joiner.
- (6) Approval for Mae Dunham, County Maintenance employee, to receive a key to the Courthouse—Commissioner Joiner.
- (7) Approval to close Courthouse on Monday, July 5 to observe July 4 holiday, which is on Sunday—Administrator Amy Gilliland

- (8) Approval for commission to issue a letter and the Vice-Chair to sign this letter for easement requirements—Robert Morris.
- (9) Approval for World Elder Abuse Awareness Day Proclamation—DHR representatives
- (10) Discuss condition—mold, ceiling, window caulking—of the DHR building—DHR representatives
- (11) Approval of contract for removal of scrape and electronic bin from landfill—Engineer Eason
- (12) Approval to modify the purchase of 2 John Deere tractors-previously approved during May commission meeting—due to the availability of tractors—Engineer Eason
- (13) Approve election of Commission Chairman—Vice-Chair Commissioner Kelly-McElrath.
- (14) Discussion of the American Rescue Plan Act of 2021 HR1319 Executive Order 13985—Commissioner Kelley

OLD BUSINESS

- (1) Approval to proceed with bid of roof for DHR/BOE if State DHR has agreed to specifications—Director White of DHR.
- (2) Approval of Coosa County rural EMS Equipment grant.

STAFF REPORTS

Administrator -

Attorney-

EMA

Courthouse Maintenance-

Engineer-

Safety Coordinator-

DISCUSSION ITEMS BY COMMISSIONERS Commission Approval of EMS plan

ADJOURN

**MINUTES
COOSA COUNTY COMMISSION
JUNE 8, 2021
9:30 A.M.**

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE JUNE 8, 2021 FOR ITS REGULAR MEETING WITH VICE-CHAIR BERTHA K. MCELRATH, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF VICE CHAIR BERTHA K. MCELRATH, UNZELL KELLEY, RONNIE JOINER, RANDALL DUNHAM, AND LAMAR DAUGHERTY.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION WAS GIVEN BY COMMISSIONER UNZELL KELLEY. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

APPROVE AGENDA

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY LAMAR DAUGHERTY TO APPROVE THE AGENDA. UNANIMOUSLY APPROVED

READING OF MINUTES

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO DISPENSE READING OF MINUTES. UNANIMOUSLY APPROVED

AWARDS AND PRESENTATION

NONE

CONSENT AGENDA

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY RONNIE JOINER TO APPROVE FOR THE VICE CHAIRMAN AND ADMINISTRATOR TO AUTHORIZE TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. UNANIMOUSLY APPROVED

MOTIONED TO APPROVE CHANGES IN EMPLOYEES: JOB DESCRIPTION, SALARY, WORK HOURS, AND STATUS (INCLUDING BUDGET APPROVED RAISES).



Coosa County Commissioner

Post Office Box 10
ROCKFORD, ALABAMA 35136-0010

AMY GILLILAND
ADMINISTRATOR
PHONE (256) 877-1350
FAX (256) 877-2624

DISTRICT 1
RANDALL DUNHAM

DISTRICT 2
BERTHA KELLY
VICE CHAIRMAN

DISTRICT 4
RONNIE JOINER

DISTRICT 3
UNZELL KELLEY

DISTRICT 5

JUNE 8, 2021

Re: Hutcherson Probationary Employment Status

Commissioners,

Sheidon Hutcherson completed his six month probationary period on June 1, 2021. Mr. Hutcherson performs above what is required of his position, and has proven to be an asset to Coosa County and its citizens. He communicates well with Elected Officials, Administrations, as well as surrounding Governmental departments. He presents himself in a professional manner to the public and is a good representation of Coosa County.

It is my recommendation that the Coosa County Commission retain Mr. Hutcherson at his part time hours and rate of pay.

NEW BUSINESS

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL OF A NEW CONTRACT WITH CERTIFIED PAYMENTS TO BE EFFECTIVE 10/1/2021 FOR CREDIT/DEBIT CARD PROPERTY TAX COLLECTIONS. THIS NEW VENDOR CHANGE WILL NOT AFFECT THE BUDGET. UNANIMOUSLY APPROVED



SERVICE PROVIDER AGREEMENT CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Coosa County
100 Main St, Rockford AL 35136 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card, pin-less Debit Card, and pin-entry Debit Card (if Agency is utilizing debit-capable equipment) ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("Services").

WHEREAS, Agency desires to engage Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card and debit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Debit Card" refers to a pin-entry debit card issued to a customer for payment of goods and services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card, pin-less debit card, and pin-entry debit card (if Agency is utilizing debit-capable equipment). These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa, Discover, American Express, and the Debit Card Networks.

D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment and may change the amount of the Convenience Fee upon thirty (30) days' advance written notice to Agency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card or Debit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands and Debit Card Networks.

Service Provider Agreement, continued

event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process. In the event a Convenience Fee is disputed by the cardholder, both the Agency payment and the Convenience fee payment will be refunded to the cardholder. In no case shall a Convenience Fee be charged back to Certified without the related Charge also being charged back to the Agency.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a refund or Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. Certified shall implement policies and procedures to maintain the security of cardholder data that Certified possesses, stores, processes or transmits on behalf of Agency, or to the extent that Certified could impact the security of Agency's cardholder data environment, in accordance with applicable payment card industry security standard (PCI-DSS) requirements.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/tc, as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express, the Debit Card Networks, or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover, American Express, and the Debit Card Networks. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Debit Card Networks, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Certified will provide customer support to Agency's customers. In order to provide said support services Agency will include on any statements or materials provided to Agency's customers, Certified information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

F. Agency agrees that Certified will be the exclusive provider of fee-based electronic payment services and that Agency may not procure similar services from any other party during the Term of this Agreement.

4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified is released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any acts of any other party or third party or any acts of God, fire, flood, storm, earthquake, tidal wave, computer or communications failure, software failure, network problem, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, or the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, Certified's compliance therewith or government proration, regulation, or priority, or any other cause beyond Certified's reasonable control whether similar or dissimilar to such causes.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Coosa County
100 Main St
Rockford AL 35136

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

Service Provider Agreement, continued

H. American Express. Agency warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

I. Agency ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO AGENCY FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

J. Term of Arrangement. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall be in effect for one (1) year from the Effective Date of this Agreement ("Term"). Thereafter, the Term will automatically extend for consecutive one (1) year periods, unless either party provides the other with written notice of termination at least sixty (60) days prior to the end of the then-current term.

K. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, the Debit Card Networks, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

L. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Alabama .

M. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by, or assigned to, any parent, subsidiary, affiliate, successor entity (by stock or asset purchase or merger) or subcontractor of Certified.

N. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

O. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then this Agreement shall be deemed modified to delete any such provision, and the remaining provisions of this Agreement will remain in full force and effect.

P. Conflicts. In the event of a conflict between the provisions explicitly stated in this Agreement and those stated in any document referenced herein, the terms explicitly stated in this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on _____, 2020 (the "Effective Date").

AGENCY'S ACCEPTANCE:

AGENCY NAME Coosa County

By: _____
Agency Signature

Debra Lambreth Revenue Commissioner
Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date



ACH PROCESSING SERVICES AGREEMENT

ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC, DBA Certified Payment a Texas Corporation, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Coosa County 100 Main ST, Rockford AL 35136 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") on behalf of Agency pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants");

WHEREAS, Agency desires to employ Certified to act on behalf of Agency in providing such services and Certified desires to provide such Services subject to the terms and conditions set forth in this agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer or taxpayer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS.

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers.

C. Certified will originate and transmit a single-entry transaction, the sum of the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinstate an Entry where the original Entry is returned and to assess a collection fee against Customer.

E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the convenience fee

EXHIBIT A SCHEDULE OF FEES Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

- A. 2.35% or a minimum of \$ 1.50 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit or Debit Card.
- B. 2.35% or a minimum of \$ 1.50 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit or Debit Card.

The fees charged are subject to change by Certified.

2. Schedule of Equipment Cost.

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico iPP 320	\$ 230.00	0	\$ 0
ID Tech USB Card Reader	\$ 55.00	4	\$ 0
Other:	\$		\$
Equipment Total			\$ 0

AGREEMENT (IF NO PAYMENT TYPE IS SELECTED, ACH PAYMENT WILL BE USED)

ACH: Agency hereby authorizes Certified or its designee to automatically withdraw all amounts owed in conjunction with the above Equipment Cost by initiating ACH debit entries from Agency's Bank Account. The authority is to remain in full force and effect until all obligations of Agency have been performed and paid in full or Certified or its designee has received written notification from Agency of its termination in such a manner as to afford Certified or its designee reasonable opportunity to act on it. In the case that any ACH's are not honored by the Agency's Bank Account for any reason, the Agency agrees to make amounts owed available to Certified in immediately available funds.

Check #: _____
(ONLY MAKE CHECKS PAYABLE TO CERTIFIED PAYMENTS)

AGENCY'S ACCEPTANCE:
AGENCY NAME: Coosa Co AL Tax

By: _____ Date _____
Agency Signature

Debra Lamberth Revenue Commissioner
Printed Name and Title

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____ Date _____
Authorized Representative

Printed Name and Title

payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.

F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding convenience fee.

G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.

H. Certified will generally transmit settlement to Agency's bank within 48 to 72 hours of the receipt of the ACH Entry. Certified will transmit a Net Total deposit to Agency's Bank account. Agency hereby authorizes Certified to initiate debit and credit entries to Agency's Bank Account. Certified shall retain all Convenience fees and any collection fees collected by it hereunder.

I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.

J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency agrees to enter into and any and all applicable agreements that are required to perform the services hereunder.

B. Prior to Certified's commencement of services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreement with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.

D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.

E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: COUNTY NAME **Coosa County**
ADDRESS **100 Main ST**
CITY, STATE ZIP **Rockford AL 35136**

CERTIFIED PAYMENTS: Certified Payments, Inc.
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
applications@certifiedpayments.net

H. Term of Arrangement. This Agreement shall become effective once it has been signed by an authorized representative of both Certified and Agency. Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or

ACH Processing Services Agreement, continued

Agency has notified the other party in writing of its decision to terminate.

i. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporate or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

L. Entire Agreement; Modifications. This Agreement, together with the Third Party Processor Agreement and exhibits and schedules attached hereto constitute the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

O. Indemnification. Certified hereby agrees to indemnify Agency against any loss, damages, or attorneys' fees reasonably incurred by Agency caused by Certified's loss of any Agency Payment funds while such Agency Payment funds are in the possession of Certified. This indemnity does not constitute a guarantee of a Customer's payment obligation (i.e., Certified does not guarantee that a Customer has sufficient funds or credit to complete any Agency Payment).

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on _____.

AGENCY'S ACCEPTANCE:

COUNTY NAME Coosa County

By: _____
Agency Signature

Debra Lamberth Revenue Commissioner

Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date

EXHIBIT A SCHEDULE OF FEES Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

Standard

Premium

\$2.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency tax payments when Customer initiates an ACH debit entry.

AGENCY'S ACCEPTANCE:

COUNTY NAME Coosa County

By: _____
Agency Signature

Debra Lamberth Revenue Commissioner
Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date

3744

EXHIBIT B AGENCY BANK ACCOUNT Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Coosa County

BUREAU CODE: _____

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____ Contact Telephone/Fax/Email: _____

Street Address: _____ City, State: _____ Zip Code _____

Bank Routing Number: _____ Bank Account/DDA Number: _____

Name on Agency Bank Account: _____

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:
COUNTY NAME Coosa County

By: _____
Agency Signature

Debra Lamberth Revenue Commissioner
Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date

3744

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL OF DFC 22, INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2020 AS REQUIRED BY THE CODE ALABAMA AND SIGNED BY THE VICE CHAIR OF THE COOSA COUNTY COMMISSION. THIS REPORT REFLECTS THE ERROR IN ASSESSMENTS AND TAXES THAT WERE NOT COLLECTED FOR THE STATE OF ALABAMA. THIS REPORT IS SUBMITTED TO THE STATE COMPTROLLER'S OFFICE AS PART OF THE FINAL SETTLEMENT FOR 2020. UNANIMOUSLY APPROVED

file copy

DFC 22 (Rev. 2-01)

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2020 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA
COOSA County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 8 day of JUNE, 20 21, Debra Lamberth Debra Lamberth, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2020, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes	General.....	\$	\$0.00
	Soldier.....	\$	\$0.00
	School.....	\$	\$0.00
Errors in Assessments: State Taxes	General.....	\$	\$339.05
	Soldier.....	\$	\$125.62
	School.....	\$	\$406.86
Taxes in Litigation: State Taxes	General.....	\$	\$0.00
	Soldier.....	\$	\$0.00
	School.....	\$	\$0.00

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2019, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes General.....	\$	\$0.00
Soldier.....	\$	\$0.00
School.....	\$	\$0.00

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
NONE	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Given under my hand this 8 day of JUNE 20 21

Beth A. Maslow
Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY RANDALL DUNHAM THE APPROVAL OF THE DEPOSIT FOR THE WATER METER AT THE SENIOR CENTER BUILDING. UNANIMOUSLY APPROVED

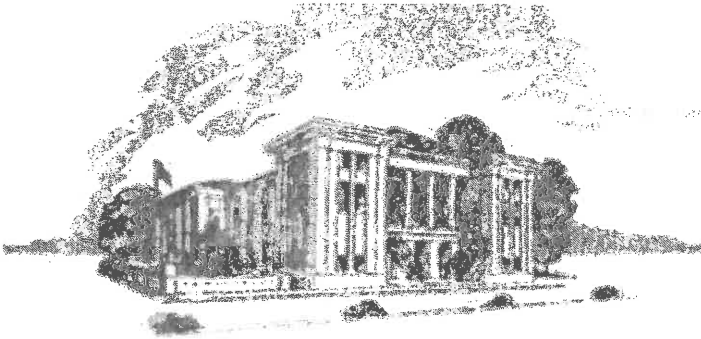
MOTIONED BY COMMISSIONERS LAMAR DAUGHERTY AND SECONDED BY RONNIE JOINER THE APPROVAL FOR PAYMENT FOR SIGNAGE FOR PAUL PERRETT SENIOR CENTER BUILDING. UNANIMOUSLY APPROVED, UNZELL KELLEY ABSTAINED

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONIE JOINER TO TABLE THE APPROVAL TO REPLACE HAND RAILS AT THE SENIOR CENTER BUILDING. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY UNZELL KELLEY THE APPROVAL FOR MAE DUNHAM, COUNTY MAINTENANCE EMPLOYEE TO RECEIVE HER ORIGINAL KEY RING. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY THE APPROVAL TO CLOSE COURTHOUSE ON MONDAY, JULY 5TH TO OBSERVE JULY 4TH HOLIDAY, WHICH IS ON SUNDAY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY LAMAR DAUGHERTY THE APPROVAL FOR COMMISSION TO ISSUE A LETTER AND THE VICE-CHAIR TO SIGN THE LETTER FOR EASEMENT REQUIREMENTS. UNANIMOUSLY APPROVED



Coosa County Commission

Post Office Box 10
ROCKFORD, ALABAMA 35136-0010

AMY GILLILAND
ADMINISTRATOR
PHONE (256) 377-1350
FAX (256) 377-2524

DISTRICT 1
RANDALL DUNHAM

DISTRICT 2
BERTHA KELLY
VICE CHAIRMAN

DISTRICT 3
UNZELL KELLEY

DISTRICT 4
RONNIE JOINER

DISTRICT 5

June 8, 2021

Robert J. Morris, Esq., CPA
10365 Holville Road
Deatsville, AL 36022

Re: Coosa County Zoning
Parcel Nos. 18 05 15 0 000 005.000
18 05 15 0 000 006.000
18 05 22 0 000 001.000
18 06 14 0 000 007.001

Dear Mr. Morris:

Please be advised that Coosa County, Alabama is a small rural County in the State of Alabama, with a population of less than 11,000 people. We are relatively undeveloped, rural and therefore unspoiled. Coosa County does not have zoning requirements including mining, building permits, nor do we require or use "letters of occupancy".

Real property owned by Redemption Farms, LLC in Sections 14, 15 and 22 of Township 21 North, Range 18 East, is not subject to county zoning requirements, including mining.

If I can be of any further assistance, please do not hesitate to call our office.

Regards,

Bertha Kelly McElrath
Bertha Kelly McElrath
Coosa County Vice Chairman

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY LAMAR DAUGHERTY
 THE APPROVAL FOR WORLD ELDER ABUSE AWARENESS DAY PROCLAMATION.
 UNANIMOUSLY APPROVED

World Elder Abuse Awareness Day Proclamation

WHEREAS, Coosa County elderly and disabled adults are valued members of society; and

WHEREAS, the number of older citizens is fast growing and the incidence of abuse, neglect, and exploitation of older adults is outpacing the growth of the population; and

WHEREAS, abuse of older and disabled people is a significant and complex social and health problem that impacts all cultural, social, economic, and demographic groups; and

WHEREAS, combating abuse of people who are elderly or have a disability will help improve the quality of life for all seniors and adults in this county and will allow seniors and adults who have a disability to continue to live as independently as possible and contribute to the life and vibrancy of Coosa County; and

WHEREAS, Coosa County seniors and disabled adults have a right to live free of abuse, neglect, and exploitation and to be treated with respect and dignity to enable them to be valued members of this community; and

WHEREAS, Coosa County and the Adult Protective Services program of Coosa County Department of Human Resources are committed to working closely with community partners to protect and provide for the needs of our older and disabled citizens; and

WHEREAS, the protection of Coosa County seniors and disabled adults is in the interest of all and further adds to the well-being of Coosa County;

NOW, THEREFORE, I, Coosa County Commission Vice-Chairman, Bertha Kelly McElrath on behalf of the Coosa County Commission do hereby proclaim Tuesday, June 15, 2021, Elder Abuse Awareness Day and encourage all our citizens to raise awareness of elder and disabled abuse, neglect, and exploitation.

Dated in the County Commission Office on this 8 day of June, 2021.

Bertha Kelly McElrath, Vice-Chairman
 Coosa County Commission



DISCUSS CONDITION- MOLD, CEILING, WINDOW CAULKING OF THE DHR BUILDINGS

MOTION BY COMMISSIONERS RONNIE JOINER AND SECONDED BY RANDALL DUNHAM THE APPROVAL OF CONTRACT FOR REMOVAL OF SCRAP AND ELECTRONIC BIN FROM LANDFILL. UNANIMOUSLY APPROVED

STATE OF ALABAMA)
)
COUNTY OF COOSA)

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **COOSA COUNTY**, a body corporate, herein referred to as "**COOSA**" and **JOHN BOSWELL, d/b/a J & J CONSTRUCTION**, herein referred to as "**BOSWELL**".

WITNESSETH:

WHEREAS, COOSA is in need of the ability to accept various types of discarded scrap metal and electronics at its landfill; and

WHEREAS, BOSWELL is in the business of removing and disposing of said discarded scrap metal and electronics;

NOW THEREFORE, in consideration of these premises and the covenants and agreements herein set forth, **COOSA** and **BOSWELL** covenant and agree as follows:

1. **COOSA** shall allow **BOSWELL** to load and remove all scrap metal and electronics which are delivered and stock piled at the Coosa County Landfill at no cost, to **BOSWELL**.
2. **BOSWELL** shall load and remove said scrap metal and electronics, with no cost to **COOSA**, within a reasonable time. upon notification by **COOSA** that the same are stock piled at the Landfill and should be removed.
3. **BOSWELL** shall be solely responsible for the loading and transportation of the scrap metal and electronics from the Coosa County Landfill and agrees to indemnify and hold **COOSA** harmless from any and all claims, demands, expenses of every kind, suits, actions, judgments and recoveries from or on account of damages to property or injuries (including death) to persons caused by or arising therefrom.
4. **BOSWELL** shall maintain Commercial General Liability Insurance coverage during the term of this agreement, with an insurance company that is licensed to do business in Alabama, in the minimum amount of One Million and NO/100 Dollars (\$1,000,000.00) for each occurrence, and shall name **COOSA** as an additional insured thereon with a copy of the same to be provided to **COOSA** for its file.

- 5. The term of this agreement shall be for a period of twelve (12) months beginning upon execution of this agreement by both parties hereto.
- 6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. The terms contained herein constitute the whole agreement between the parties hereto and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and are duly executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this agreement on this the 8th day of June, 2021.

COOSA COUNTY, a body corporate

by: Bertha M. Kelly
 BERTHA M. KELLY, Vice Chairman
 Coosa County Commission

John Boswell 6-9-21
 JOHN BOSWELL, d/b/a
 L & J CONSTRUCTION

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY RONNIE JOINER THE APPROVAL TO MODIFY THE PURCHASE OF 2 JOHN DEERE TRACTORS PREVIOUSLY APPROVED DURING MAY COMMISSION MEETING- DUE TO THE AVAILABILITY OF TRACTORS. UNANIMOUSLY APPROVED

MOTIONED BY RANDALL DUNHAM AND SECONDED BY RONNIE JOINER TO ADD TO THE AGENDA THE SALE OF TRACTORS FROM THE HWY DEPARTMENT. UNANIMOUSLY APPROVED

MOTION BY RANDALL DUNHAM AND SECONDED BY RONNIE JOINER TO SELL THE TRACTORS AT THE HWY DEPARTMENT. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS LAMAR DAUGHERTY AND SECONDED BY RANDALL DUNHAM TO TABLE THE ELECTION OF COMMISSION CHAIRMAN. UNANIMOUSLY APPROVED

DISCUSSION OF THE AMERICAN RESCUE PLAN ACT OF 2021 HR 1319 EXECUTIVE ORDER 13985

OLD BUSINESS

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY LAMAR DAUGHERTY TO TABLE THE APPROVAL TO PROCEED WITH BID OF ROOF FOR DHR\BOE IF STATE DHR HAS AGREED TO SPECIFICATIONS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY UNZELL KELLEY TO TABLE THE APPROVAL OF COOSA COUNTY RURAL EMS EQUIPMENT GRANT. UNANIMOUSLY APPROVED


MOTION TO RECESS

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO RECESS MEETING TO JUNE 15, 2021
@ 9:30 AM AND MEET @ COURTHOUSE

MINUTES APPROVED THIS 13TH DAY OF JULY, 2021.



VICE-CHAIR BERTHA K. MCELRATH



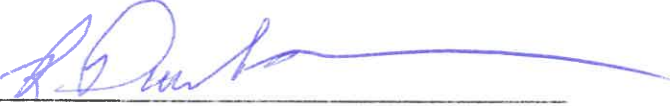
UNZELL KELLEY



RONNIE JOINER



LAMAR DAUGHERTY



RANDALL DUNHAM

AGENDA
COOSA COUNTY COMMISSION

JUNE 15, 2021

9:30 a.m. SPECIAL SESSION

WELCOME
CALL TO ORDER
COMMISSION ROLL CALL
INVOCATION, PLEDGE OF ALLEGIANCE

OLD BUSINESS

- (1) Approval of replacement of hand rails at the Senior Center Building - Commissioner
- (2) Approval to proceed with bid of roof for DHR/BOE if State DHR has agreed to specifications -- Director White of DHR
- (3) Approval of Coosa County rural EMS Equipment Grant

ADJOURN

MINUTES
COOSA COUNTY COMMISSION
JUNE 15, 2021
9:30 A.M. SPECIAL MEETING

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE JUNE 15, 2021 FOR A SPECIAL MEETING WITH VICE-CHAIR BERTHA K. MCELRATH, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF VICE-CHAIR BERTHA K. MCELRATH, UNZELL KELLEY, RONNIE JOINER, RANDALL DUNHAM, AND LAMAR DAUGHERTY.

OLD BUSINESS

MOTIONED BY COMMISSIONERS RONNIE JOINER AND SECONDED BY LAMAR DAUGHERTY TO TABLE THE REPLACEMENT OF HAND RAILS AT THE SENIOR CENTER BUILDING. ALSO, TO SEND A LETTER TO THE MAYOR, EAST ALABAMA PLANNING, AND ALL OTHERS INVOLVED.
UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER TO TABLE THE BID OF ROOF FOR DHR/BOE IF STATE DHR HAS NOT AGREED TO SPECIFICATIONS.
UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER TO TABLE THE COOSA COUNTY RURAL EMS EQUIPMENT GRANT. UNANIMOUSLY APPROVED

MOTION TO ADJOURN

MOTIONED BY COMMISSIONERS LAMAR DAUGHERTY AND SECONDED BY UNZELL KELLEY TO ADJOURN

MINUTES APPROVED THIS 13th DAY OF JULY, 2021.

Bertha K McElrath
VICE CHAIR, BERTHA K. MCELRATH

Unzell Kelley
UNZELL KELLEY

R. Dunham
RANDALL DUNHAM

Ronny
RONNIE JOINER

Lamar Daugherty
LAMAR DAUGHERTY

AGENDA
COOSA COUNTY COMMISSION
JUNE 29, 2021
9:30 a.m. SPECIAL MEETING

WELCOME
CALL TO ORDER
COMMISSION ROLL CALL
INVOCATION, PLEDGE OF ALLEGIANCE

OLD BUSINESS

- (1) Discuss Rockford Senior Center with the Town of Rockford officials

Continuing Special Meeting @ 2 P.M.

- (1) Approval for the Vice-Chair Bertha K. McElrath to sign the letter for ADECA
- (2) East Alabama Grant

ADJOURN

**MINUTES
COOSA COUNTY COMMISSION
JUNE 29, 2021
9:30 A.M. SPECIAL MEETING**

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE JUNE 29, 2021 FOR A SPECIAL MEETING WITH VICE-CHAIR BERTHA K. MCELRATH, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF VICE-CHAIR BERTHA K. MCELRATH, UNZELL KELLEY, RONNIE JOINER, RANDALL DUNHAM, AND LAMAR DAUGHERTY.

INVOCATION AND PLEDGE OF ALLEGIANCE

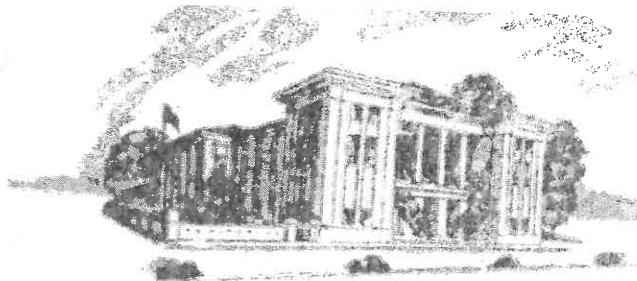
INVOCATION WAS GIVEN BY COMMISSIONER RANDALL DUNHAM. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

OLD BUSINESS

DISCUSSED ROCKFORD SENIOR CENTER. ITEMS THAT NEED TO BE REPLACED AND/ OR REPAIRED WILL BE DONE IN THE NEXT TWO WEEKS. THE KEYS TO THE SENIOR CENTER WILL BE TURNED OVER TO THE COUNTY ONCE THE FINAL INSPECTION HAS BEEN DONE.

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL FOR THE COMMISSIONERS TO REALLOCATE THE FUNDS FOR EAST ALABAMA TO RELEASE THE GRANT. THE INFORMATION HAS TO BE IN BY JULY 6TH, 2021.
UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RONNIE JOINER THE APPROVAL FOR VICE-CHAIR BERTHA K. MCELRATH TO SIGN THE LETTER FOR ADECA. UNANIMOUSLY APPROVED



Coosa County Commissic

Post Office Box 10
ROCKFORD, ALABAMA 35136-0010

AMY GILLILAND
ADMINISTRATOR
PHONE (256) 377-1350
FAX (256) 377-2524

DISTRICT 1
RANDALL DUNHAM

DISTRICT 2
BERTHA KELLY
VICE CHAIRMAN

DISTRICT 4
RONNIE JOINER

DISTRICT 3
UNZELL KELLEY

DISTRICT 5
LAMAR DAUGHERTY

June 18, 2021

Mr. Kenneth Boswell
Alabama Department of Economic
and Community Affairs
Post Office Box 5690
Montgomery, AL 36103-5690

Dear Director Boswell,

The Coosa County Commission has experienced the good fortune of Westwater Resources deciding to construct operations in our Lake Martin Regional Industrial Park in Kellyton, Alabama located in Coosa County. The company will create 100 full time jobs. The county held discussions with you and your staff about economic development infrastructure funds (i.e. access, drainage, roads, etc.) to assist with infrastructure needed for this project and received a soft commitment between \$500,000.00 and \$600,000.00.

The company hopes to open for business in 2023, but will start construction of the facility in late 2021 in order to meet their timeline. Because of the company's capital investment and projected job creation, the county asks for a waiver to allow site preparation and construction to begin on items that will not be funded with CDBG dollars.

Please contact my office with any questions and thank you for your assistance in securing jobs in Coosa County.

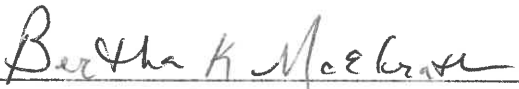
Sincerely,

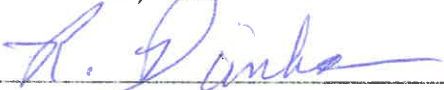
Bertha McElrath, Vice-Chair
Coosa County Commission

MOTION TO ADJOURN

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY LAMAR DAUGHERTY TO ADJOURN

MINUTES APPROVED THIS 13th DAY OF JULY, 2021.


VICE CHAIR, BERTHA K. MCELRATH


RANDALL DUNHAM


LAMAR DAUGHERTY


UNZELL KELLEY


RONNIE JOINER