

**AGENDA**  
**COOSA COUNTY COMMISSION**  
**January 14, 2025**  
**9:00 a.m. Commission Meeting**  
**Commission Courtroom**

**WELCOME**

**PUBLIC COMMENTS:** Desiray Johnson

**ELECTED OFFICIAL COMMENT**

**CALL TO ORDER**

**COMMISSION ROLL CALL**

**INVOCATION, PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**APPROVAL OF MINUTES AND WAIVER OF READING MINUTES**

**AWARDS AND PRESENTATIONS**

**CONSENT AGENDA- MOTION AND SECOND TO APPROVE**

- (A) Motion for Chairman, 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) Discuss Alabama Kids Count Data—Marty Rittman
- (2) Approval for the Chairman to sign Avenu Amendment No.001 to Document Processing Services Agreement—Chair Lamar Daugherty
- (3) Approval for the Chair to sign the Avenu Service Agreement for Tax Revenue Administration—Chair Lamar Daugherty
- (4) Approve for the Chair to sign the 2025 Severe Weather Preparedness Tax Holiday Participation Resolution—Chair Lamar Daugherty
- (5) Approve County Rebuild Alabama Annual Report—Engineer Tad Eason
- (6) Approval to remove from inventory and surplus the pistol permit printer in the Sheriff's Dept.—Sheriff Michael Howell
- (7) Approval to pay overtime to essential Sheriff Department employees that worked on January 10 for inclement weather day—Sheriff Michael Howell

**OLD BUSINESS**

**STAFF REPORTS**

**Administrator**

**Attorney**

**EMA**

**EMS**

**Courthouse Maintenance**

**Engineer**

**Safety Coordinator**

**DISCUSSION ITEMS BY COMMISSIONERS**

**RECESS**

**11:00 a.m. to discuss Ambulance contract**

**1:00 p.m. Employee interview**

**1:45 p.m. Employee interview**

**ADJOURN**

**MINUTES****COOSA COUNTY COMMISSION****JANUARY 14, 2025****9:00 A.M.****CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE JANUARY 14, 2025, WITH CHAIR LAMAR DAUGHERTY PRESIDING.

**COMMISSION ROLL CALL**

COMMISSION ROLL CALL: HERE –CHAIR LAMAR DAUGHERTY, VICE-CHAIR BRANDON DAVIS, COMMISSIONER JOHN FORBUS, COMMISSIONER BERTHA K. MCEL RATH, AND COMMISSIONER RONNIE JOINER.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

INVOCATION WAS GIVEN BY VICE-CHAIR BRANDON DAVIS. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

**APPROVE AGENDA**

MOTIONED BY COMMISSIONER JOHN FORBUS TO ADD AND APPROVE ADGENDA AND APPROVE THE FOLLOWING ITEMS: (1) ADD TO DISCUSS GOODWATER ARMORY, MAKING IT NUMBER ONE. SECONDED BY COMMISSIONER BERTHA K. MCEL RATH. UNANIMOUSLY APPROVED.

**APPROVAL OF MINUTES AND WAIVER OF READING MINUTES**

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE THE MINUTES AND WAIVER OF READING MINUTES WITH ANY NECESSARY CORRECTION. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

**CONSENT AGENDA**

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE THE CONSENT AGENDA, FOR CHAIRMAN LAMAR DAUGHERTY AND ADMINISTRATOR AMY GILLILAND TO AUTHORIZE, TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. AND TO APPROVE CHANGES IN EMPLOYEES: JOB DESCRIPTION, SALARY, WORK HOURS, STATUS (INCLUDING BUDGET APPROVED RAISES). SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

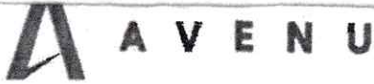
**NEW BUSINESS**

DISCUSS GOODWATER ARMORY. DENNIS WALLS

DISSCUSS ALABAMA KIDS COUNT DATA. MARTY RITTMAN

January 17, 2025

MOTIONED BY COMMISSIONER BERTHA MCEL RATH TO APPROVE FOR CHAIR LAMAR DAUGHERTY TO SIGN AVENU AMENDMENT NO.001 TO DOCUMENT PROCESSING SERVICES AGREEMENT. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED



### **Amendment No. 001 to Document Processing Services Agreement**

This Amendment No. 001 (the "Amendment") to the Document Processing Services Agreement between **Coosa County, Alabama** ("Client") and **Avenu Insights & Analytics, LLC** ("Avenu") is entered into on December 12, 2024 ("Amendment Effective Date"). Unless defined otherwise in the body of this Amendment, capitalized terms shall have the same meanings as set forth in the Agreement.

**WHEREAS**, the end date for the Term of the Agreement is currently December 31, 2024; and

**WHEREAS**, the Avenu and Client desire to extend the term of the Agreement through February 15, 2025 to allow for completion of services.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, Avenu and Client agree to amend the Agreement as follows:

- Section 2. TERM is updated and replaced in its entirety as follows:
  2. *TERM. This Agreement will become effective on March 28, 2024 ("Effective Date") and will continue through February 15, 2025 ("End Date"), unless otherwise extended or terminated by the parties in accordance with terms of the Agreement.*
- Section 3. PAYMENT is updated and replaced in its entirety as follows:
  3. *PAYMENT Client agrees to pay Avenu for the Services, including any partially completed work performed to the date of termination for loss of funding or any other reason except default by Avenu. Avenu will submit an invoice via electronic means to Client for each payment due upon completion of record types (as shown in the Services Pricing Matrix of this agreement), and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice. Upon completion of the Services, Avenu will submit a final invoice ("Final Invoice") to Client. All payments submitted by Client may be via ACH.*
- Section 10. WARRANTIES is updated and replaced in its entirety as follows:
  10. *WARRANTIES Avenu warrants that the Services will be performed in a professional and workmanlike manner. Should the County find an image that is unreadable, or unusable, Avenu will correct that image at no charge. Avenu will honor this aforementioned warranty for the Term of this Agreement, plus an additional one (1) year time period from February 16, 2025 through February 15, 2026*
- Section 21. TIME OF ESSENCE is updated and replaced in its entirety as follows:
  21. *TIMES OF ESSENCE. Due to funding requirements under ARPA, Services shall be completed by February 15, 2025. Avenu shall submit the Final Invoice to Client via electronic means, to include email, within 30 days of Services being completed..*

Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**(SIGNATURE PAGE TO FOLLOW)**

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Avenu and Client have



Coosa County, AL  
Document Processing Services Agreement  
Amendment 001

executed this Amendment as of the Amendment Effective Date set forth above.

**Coosa County**

Lamar Daugherty  
Authorized Signature

Printed Name: Lamar Daugherty

Title: Coosa County Commission Chairman

Date: 12-23-24

**Avenu Insights & Analytics, LLC**

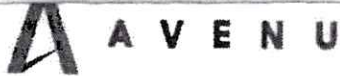
\_\_\_\_\_  
Authorized Signature

Printed Name:

Title:

Date:

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE FOR CHAIR LAMAR DAUGHERTY TO SIGN AVENU SERVICE AGREEMENT FOR TAX REVENUE ADMINISTRATION. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED



Services Agreement - Tax Revenue Administration  
Coosa County

## Services Agreement Tax Revenue Administration

This services agreement (hereinafter the "Agreement") made by and between Avenu Insights & Analytics, LLC ("AVENU") and Coosa County, a government entity in the State of Alabama ("CLIENT"). AVENU and CLIENT may be referred to herein as individually a "Party" or collectively the "Parties".

### A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing services for taxes as designated by CLIENT and set forth in **Exhibit A**.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: Coosa County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. **Exhibit A: IT IS CLIENT'S RESPONSIBILITY TO DESIGNATE AND REVIEW THE DISTRIBUTION OF FUNDS AND TAX RATE(S) SET FORTH IN THE ATTACHED EXHIBIT A AND PROVIDE IMMEDIATE NOTICE TO AVENU OF ANY CHANGES IN THE DISTRIBUTION OF FUNDS OR TAX RATES. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO: Avenu Insights & Analytics, LLC, 600 Beacon Parkway West, Suite 900, Birmingham AL 35209, Attention: Contracts Department.** An amended **Exhibit A** shall be prepared by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentences with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to ensure designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:

business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. Avenu represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

18. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Parties hereto as of the date first above written have duly executed this Agreement.

**Avenu Insights & Analytics, LLC**

**Coosa County**

By: \_\_\_\_\_

By: Lamar Daugherty

Name: \_\_\_\_\_

Name: Lamar Daugherty

Title: \_\_\_\_\_

Title: Chairman

Date: \_\_\_\_\_

Date: January 14, 2025

MOTIONED BY COMMISSIONER BERTHA K. MCEL RATH TO APPROVE FOR CHAIR LAMAR DAUGHERTY TO SIGN THE 2025 SEVERE WEATHER PREPAREDNESS TAX HOLIDAY PARTICIPATION RESOLUTION. SECONDED BY VICE-CHAIR BRANDON DAVIS.  
UNANIMOUSLY APPROVED

**RESOLUTION PROVIDING FOR COOSA COUNTY'S PARTICIPATION IN  
THE "SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY" AS  
AUTHORIZED BY ACT NO. 2012-256**

**WHEREAS**, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, effective April 26, 2012, which provides an exemption of the state and use tax for certain severe weather preparedness supplies during the last full weekend of February of each year; and

**WHEREAS**, Act No. 2012-256 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least fourteen days prior to 12:01 a.m. on the last Friday in February 2025; and

**WHEREAS**, the Coosa County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256 during the last weekend of February 2025, beginning at 12:01 a.m. on February 21, 2025 and ending at twelve midnight on Sunday, February 23, 2025, the last weekend of February in 2025; and

**WHEREAS**, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

**WHEREAS**, the exemption of certain county sales and use taxes for the last full weekend of February, 2025 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

**WHEREFORE BE IT RESOLVED BY THE COOSA COUNTY COMMISSION** that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on February 21, 2025 and ending at twelve midnight on Sunday, February 23, 2025.

**BE IT FURTHER RESOLVED** that a copy of this resolution be spread upon the minutes of the January 14, 2025 meeting of the Coosa County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

**IN WITNESS WHEREOF**, the Coosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this 14<sup>th</sup> day of January, 2025.



  
Lamar Daugherty, Chairman  
Coosa County Commission

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE THE COUNTY REBUILD ALABAMA ANNUAL REPORT. SECONDED BY VICE-CHAIR BRANDON DAVIS. UNANIMOUSLY APPROVED

Coosa County Highway Department							
Project No. CCP 19-07-24							
Bid Tabulations - January 15, 2025 Letting							
Item	Description	Quantity	Unit	H&L Construction, Inc.		MSE Building Company, Inc.	
				Unit Price	Ext Amount	Unit Price	Ext Amount
201A-002	Clearing And Grubbing (Maximum Allowable Bid \$4000.00 Per Acre)(Approx. 0.5 Acre)	1	Lump Sum	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
206A-000	Removal Of Old Bridge, Station 100+73.99	1	Lump Sum	\$ 7,500.00	\$ 7,500.00	\$ 15,313.81	\$ 15,313.81
210A-000	Unclassified Excavation	80	Cubic Yard	\$ 20.00	\$ 1,600.00	\$ 30.00	\$ 2,400.00
210D-001	Borrow Excavation (Loose Truckbed Measurement)	477	Cubic Yard	\$ 20.50	\$ 9,778.50	\$ 32.24	\$ 15,378.48
214A-000	Structure Excavation	492	Cubic Yard	\$ 12.00	\$ 5,904.00	\$ 34.82	\$ 17,131.44
214B-001	Foundation Backfill, Commercial	124	Cubic Yard	\$ 68.50	\$ 8,494.00	\$ 114.71	\$ 14,224.04
231B-001	Roadbed Stabilizing Material, ALDOT #467	108	Ton	\$ 49.00	\$ 5,292.00	\$ 101.45	\$ 10,956.60
301A-012	CABC, Type B, Plant Mixed, 6" Compacted Thickness	1100	Square Yard	\$ 51.00	\$ 56,100.00	\$ 23.55	\$ 25,905.00
401A-000	Bituminous Treatment A	1100	Square Yard	\$ 6.75	\$ 7,425.00	\$ 7.80	\$ 8,580.00
405A-000	Tack Coat	123	Gallon	\$ 5.25	\$ 645.75	\$ 6.00	\$ 738.00
424A-340	Sup. Bit. Conc. Wearing Surface Layer, 1/2" MASM, ESAL Range A/B	88	Ton	\$ 199.00	\$ 17,512.00	\$ 233.40	\$ 20,539.20
424B-636	Sup. Bit. Conc. Upper Binder Layer, 1" MASM, ESAL Range A/B	113	Ton	\$ 170.00	\$ 19,210.00	\$ 199.20	\$ 22,509.60
502A-001	Steel Reinforcement (Grade 60)	26841	Pound	\$ 3.00	\$ 80,523.00	\$ 2.00	\$ 53,682.00
524A-011	Culvert Concrete (Cast In Place)	153	Cubic Yard	\$ 1,100.00	\$ 168,300.00	\$ 1,520.00	\$ 232,560.00
600A-000	Mobilization	1	Lump Sum	\$ 44,800.00	\$ 44,800.00	\$ 63,378.81	\$ 63,378.81

January 17, 2025

## Coosa County Highway Department

Project No. CCP 19-07-24

Bid Tabulations - January 15, 2025 Letting

Item	Description	Quantity	Unit	H&L Construction, Inc.		MSE Building Company, Inc.	
				Unit Price	Ext Amount	Unit Price	Ext Amount
610C-001	Loose Riprap, Class 2	187	Ton	\$ 65.00	\$ 12,155.00	\$ 70.00	\$ 13,090.00
610D-003	Filter Blanket, Geotextile	127	Square Yard	\$ 10.00	\$ 1,270.00	\$ 5.00	\$ 635.00
650A-000	Topsoil	83	Cubic Yard	\$ 31.00	\$ 2,573.00	\$ 22.00	\$ 1,826.00
652A-100	Seeding	1	Acre	\$ 2,000.00	\$ 2,000.00	\$ 704.13	\$ 704.13
656A-010	Mulching	1	Acre	\$ 2,000.00	\$ 2,000.00	\$ 1,095.36	\$ 1,095.36
665F-000	Hay Bales	108	Each	\$ 12.00	\$ 1,296.00	\$ 8.25	\$ 891.00
665J-002	Silt Fence	1075	Linear Foot	\$ 6.00	\$ 6,450.00	\$ 6.00	\$ 6,450.00
665O-001	Silt Fence Removal	1075	Linear Foot	\$ 1.00	\$ 1,075.00	\$ 1.23	\$ 1,322.25
680A-001	Geometric Controls	1	Lump Sum	\$ 4,500.00	\$ 4,500.00	\$ 7,435.30	\$ 7,435.30
701G-249	Sold White, Class 2, Type A Traffic Stripe	1100	Linear Foot	\$ 2.25	\$ 2,475.00	\$ 1.00	\$ 1,100.00
701G-263	Sold Yellow, Class 2, Type A Traffic Stripe	1100	Linear Foot	\$ 2.25	\$ 2,475.00	\$ 1.00	\$ 1,100.00
705A-037	Pavement Markers, Class A-H, Type 2-D	28	Each	\$ 10.50	\$ 294.00	\$ 30.00	\$ 840.00
740B-000	Construction Signs	141	Square Foot	\$ 12.00	\$ 1,692.00	\$ 17.59	\$ 2,480.19
740F-002	Barricades, Type III	8	Each	\$ 250.00	\$ 2,000.00	\$ 293.19	\$ 2,345.52
<b>Total Bid Amount</b>				<b>\$</b>	<b>479,339.25</b>	<b>\$</b>	<b>546,611.73</b>

MOTIONED BY COMMISSIONER JOHN FORBUS THE APPROVAL FOR REMOVAL OF PISTOL  
PERMIT PRINTER FROM INVENTORY FROM SHERIFF OFFICE. IT WAS TRADED IN FOR THE NEW  
PRINTER. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

4190

### INVENTORY FORM

DEPARTMENT

SHERIFF: X

JAIL: \_\_\_\_\_

DATE: 1/7/2025

SUBMITTED BY: Jennifer Tindall

ADD: \_\_\_\_\_

REMOVE: X

PROPERTY DESCRIPTION: Pistol Permit Printer

PURCHASE AMOUNT: \$6,611.22

PURCHASED FROM: The Police & Sheriff's Press, Inc

SERIAL#: 52100B9210403

MODEL#: H1D Fargo / HDP50

FUND: 561

IF BEING DECLARD SURPLUS:

ASSET#: 701030 DECAL#: 201234

REASON FOR DECLARATION: Broken

RECEIVED  
COMMISSION

JAN 10 2025

NO MOTION TO PAY OVERTIME TO ESSENTIAL SHERIFF DEPARTMENT EMPLOYEES THAT WORKED ON JANUARY 10<sup>TH</sup> FOR INCLEMENT WEATHER DAY. MOTION FAILED

MOTIONED BY COMMISSIONER BERTHA MCEL RATH GO INTO EXECUTIVE SESSION FOR GOOD NAME AND CHARTER OF AN EMPLOYEE. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER BERTHA MCEL RATH TO COME OUT OF EXECUTIVE SESSION. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

#### OLD BUSINESS

#### RECESS

MOTIONED BY COMMISSIONER RONNIE JOINER TO RECESS UNTIL 11: AM TO DISCUSS THE AMBULANCE CONTRACT. SECONDED BY COMMISSIONER BERTHA MCEL RATH. UNANIMOUSLY APPROVED

INTERVIEWS STARTS AT 1:00 PM

MOTIONED BY COMMISSIONER BERTHA MCEL RATH TO ADJOURN. SECONDED BY COMMISSIONER RONNIE JOINER

MINUTES APPROVED THIS 10<sup>TH</sup> DAY OF FEBRUARY 2025.

\_\_\_\_\_  
CHAIRMAN LAMAR DAUGHERTY

\_\_\_\_\_  
COMMISSIONER BERTHA MCEL RATH

\_\_\_\_\_  
VICE-CHAIRMAN BRANDON DAVIS

\_\_\_\_\_  
COMMISSIONER JOHN FORBUS

\_\_\_\_\_  
COMMISSIONER RONNIE JOINER