

**AGENDA**  
**COOSA COUNTY COMMISSION**  
**August 13, 2024**  
**9:00 a.m. Commission Meeting**  
**UPSTAIRS Courtroom**

**WELCOME**

**PUBLIC COMMENTS:**

**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---*Hollie Osbourn to present awards***

**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) Approval for Jeremy Bradberry to apply for alcohol license for the store at the intersection of Coosa CR55 and Mims Ferry Rd at Lay Dam—Commissioner Lamar Daugherty
- (2) Provide updates on Westwater located in the Industrial Park—Denise Walls, Executive Director, Lake Martin Area Economic Development Alliance
- (3) Approve Chair and Administrator to sign the Alabama Cooperative Extension System of Auburn University funding agreement to use ARPA funds for a nutrition education program—Chair Bertha McElrath
- (4) Approval to remove and dispose of HAVA Reimbursed Equipment—Judge Dean
- (5) Approval to get quotes for new flooring in the upstairs and downstairs hallway of the courthouse—Commissioner Ronnie Joiner
- (6) Approval of the FY25 Transportation Plan— Tad Eason, Engineer
- (7) Approval to send annual bid forms—to be opened at the September 10<sup>th</sup> Commission meeting at 10:00 a.m.—for the following materials: Steel pipe, Limestone, Granite, Liquid Asphalt, Gasoline/Diesel Fuel, Cement— Tad Eason, Engineer
- (8) Discuss Solid Waste Plan—CDG will be submitting a proposal—and the Landfill—Engineer Tad Eason
- (9) Approval of Resolution to use ARPA funds for ACEE audit invoice—Chair Bertha McElrath
- (10) Approval of Resolution to use ARPA funds for the computers and scanners in the Commission office—Chair Bertha McElrath
- (11) Approval to apply for the T-Mobile Hometown Grant Program—Commissioner Brandon Davis

- (12) Approval to apply for the Hugh Kaul Foundation grant through the Regions Charitable Trust—Commissioner Brandon Davis
- (13) Approval for Sheriff to use Ford Motor Credit Municipal Purchase/Leasing for vehicle financing instead of Bancorp as previously approved on July 29, 2024—Sheriff Michael Howell
- (14) Approval for additional purchases for Sally Port renovation—Sheriff Michael Howell
- (15) Discuss sidewalks and town updates—Rockford Mayor Scott White
- (16) Update on GPS—Commissioner John Forbus/Administrator Amy Gilliland
- (17) Approve Citizen Participation Plan for the Community Development Block Grant Program—Chair Bertha McElrath
- (18) Approval to allow the Sheriff to have a separate Verizon Reveal account for monitoring vehicles—Commissioner John Forbus
- (19) Approve the Resolution to designate SSUT funds toward Courthouse Annex building, parking, maintenance of the Annex, and future debt services—Commissioner Ronnie Joiner
- (20) Edward Hobbs, Government Services Officer—Chair Bertha McElrath
- (21) Discuss Courthouse Annex—Commissioner Lamar Daugherty
  - a. John Merrill with Waggoner
  - b. Billy Morace with CMH
  - c. Pamela Mitchell with PH & J
- (22) Motion to remove Chair in order to allow other Commissioners an opportunity to serve in the position—Commissioner Ronnie Joiner
- (23) Nominate and vote to elect a new chair—Commissioner Ronnie Joiner

## **OLD BUSINESS**

- (1) Plans for the Extension building beside the Courthouse—Commissioner Forbus

## **STAFF REPORTS**

**Administrator**

**Attorney**

**EMA**

**EMS**

**Courthouse Maintenance**

**Engineer**

**Safety Coordinator**

## **DISCUSSION ITEMS BY COMMISSIONERS**

**ADJOURN**

**MINUTES****COOSA COUNTY COMMISSION****AUGUST 13, 2024****9:00 A.M.  
UPSTAIRS COURTROOM****CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE AUGUST 13, 2024, WITH CHAIR BERTHA K. MCEL RATH PRESIDING.

**COMMISSION ROLL CALL**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

INVOCATION WAS GIVEN BY COMMISSIONER BRANDON DAVIS. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

**APPROVE AGENDA**

MOTIONED TO APPROVE ADGENDA BY VICE-CHAIR LAMAR DAUGHERTY. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

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

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE MINUTES AND WAIVER OF READING MINUTES. SECONDED BY COMMISSIONER RONNIE JOINER.  
UNANIMOUSLY APPROVED

**AWARDS AND PRESENTATION**

IN RECOGNITION OF TWO EMPLOYEES YANCEY BROWN AND BRANDON BIRD AT EMERGENCY MANAGEMENT SERVICE (EMS) WITH A CERTIFICATION AND A PENDANT FOR THEIR SERVICE. PRESENTED BY HOLLIE OSBOURN

**CONSENT AGENDA**

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE CONSENT AGENDA, FOR CHAIR BERTHA K. MCEL RATH 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 JOHN FORUS.  
UNANIMOUSLY APPROVED

9/3/2024



**NEW BUSINESS**

MOTIONED BY VICE-CHAIR LAMAR DAUGHERRTY TO APPROVE FOR JERRY BRADBERRY TO APPLY FOR ALCOHOL LICENSE FOR THE STORE AT THE INTERSECTION OF COOSA CR55 AND MIMS FERRY ROAD AT LAY DAM. SECONDED BY COMMISSIONER RONNIE JOINER.  
UNANIMOUSLY APPROVED

PROVIDE UPDATES ON WESTWATER LOCATED IN THE INDUSTRIAL PARK. DENISE WALLS, EXECUTIVE DIRECTOR, LAKE MARTIN AREA ECONOMIC DEVELOPMENT ALLIANCE.

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE FOR CHAIR BERTHA MCEL RATH AND ADMINISTRATOR AMY GILLILAND TO SIGN THE ALABAMA COOPERATIVE EXTENSION SYSTEM OF AUBURN UNIVERSITY FUNDING AGREEMENT TO USE ARPA FUNDS OFR A NUTRITION EDUCATION PROGRAM. SECONDED BY COMMISSIONER JOHN FORBUS.  
UNANIMOUSLY APPROVED

Project No.: 01037-061-240520-0035

ALN: 21.027

County FAIN No.: SLFRP5492

**FUNDING AGREEMENT  
BETWEEN  
COOSA COUNTY, ALABAMA  
AND  
ALABAMA COOPERATIVE EXTENSION SYSTEM OF AUBURN UNIVERSITY**

**Award of Public Funds to Support a Public University Utilizing  
American Rescue Plan Act Revenue Replacement Funding**

THIS AGREEMENT (herein called the "Agreement") entered as of the date signed by both parties below, by and between Coosa County, Alabama (herein called the "County") and the Alabama Cooperative Extension System of Auburn University (herein called the "RECIPIENT").

**WHEREAS**, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"), which, in accordance with the Final Rule issued by Treasury on January 6, 2022, have been duly designated as revenue replacement funds ("revenue replacement funds"); and

**WHEREAS**, these public funds may be used for the purpose of providing government services, including investments community engagement programs to promote healthier lifestyles for its citizens; and

**WHEREAS**, consistent with Alabama Code (1975) §11-1-10, the County may provide funds to a state agency to support any beneficial development in the public's interest; and

**WHEREAS**, the RECIPIENT has submitted a request for funding, adopted and incorporated herein as Attachment A in support of the County's I-HOPE project to provide education, programming, and resources to the community, including, but not limited to, programming to enhance the health and well-being of the community through nutrition education ("Project"); and

**WHEREAS**, the Coosa County Commission ("Commission") has determined that the Project is a necessary, eligible, and reasonable use of these funds;

**WHEREAS**, the County wishes to provide funding to support operational needs of the RECIPIENT.

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICES**

**A. Purpose of the Funding Agreement**

The purpose of this Agreement is to provide support for the RECIPIENT to provide ongoing nutrition education and programming to citizens in the County to foster a healthy community as set forth in Attachment A. Specifically, these funds are intended to support operational needs of the RECIPIENT in support of the Project.

B. RECIPIENT Responsibilities

1. RECIPIENT shall provide nutritional education and programming within the County in accordance with the standards as set forth by its own policies for the duration of this Agreement.
2. RECIPIENT shall use any equipment purchased using these funds for the purpose of meeting and promoting the purpose and goal of the Project.
3. RECIPIENT shall take reasonable care of any equipment purchased, including proper maintenance, inventory management, and protection against waste, abuse, and theft.
4. RECIPIENT shall comply with all oversight and reporting requirements set forth in this Agreement.

C. Standards and Licensing

The RECIPIENT warrants that all work herein shall be completed in a professional manner by qualified persons, including volunteers, and, the RECIPIENT shall obtain and maintain any appropriate licenses or permits as required by state law.

D. Eligible Funding

The RECIPIENT shall only expend funds pursuant to this Agreement for goods and services in support of the purpose as set forth in Section I(A) of this Agreement. This may include, but is not limited to, payment for equipment, supplies, and personnel expenses.

In no event shall the funds be expended for any of the following:

1. For any purpose other than support for the public purpose identified in this Agreement;
2. For special deposits into pension funds, retirement accounts, or rainy-day funds;
3. To offset a reduction in net tax revenue, if applicable;
4. As reimbursement for cost or damages covered by insurance;
5. For expenses that have been or will be reimbursed under any publicly funded program, including allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
6. As matching funds for another federal award, unless otherwise authorized by federal law and expressly authorized by the other federal award;
7. For legal settlements;
8. For severance pay;
9. To pay debt service on a loan;
10. To support lobbying activities;
11. To support gatherings primarily supporting entertainment functions; or
12. In a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.



**E. Agreement Term**

This Agreement shall commence on the date executed by both parties below, and will terminate on May 30, 2025, or upon expenditure of funds, whichever is earlier. The terms of this Agreement and the provisions herein shall be extended to cover any additional time-period during which the RECIPIENT remains responsible for carrying out the approved activities utilizing funds provided for by this Agreement. At a minimum, all activities must comply with the following:

1. All funds must be obligated by the County by December 31, 2024;
2. All funds must be spent by December 31, 2026;
3. Project costs incurred prior to March 3, 2021, are ineligible; and
4. For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

**F. Reporting and Oversight by County**

Beginning July 1, 2024, once per quarter during the term of the agreement, the RECIPIENT shall provide the County with a report detailing programs and services rendered in the County during that quarter. For example, the report may include information relating to the number of classes offered and number of participants assisted by the program.

**II. PAYMENT**

The County will provide payment to reimburse the RECIPIENT for actual operating expenses or equipment purchases. Payments up to \$30,000.00 will be made upon submission of properly supported payment request by the RECIPIENT. A estimated breakdown of the budget is included in Attachment A. Provided the scope of services as detailed in Attachment A is met, and with the express written approval of the County, if any funds up to the not-to-exceed amount are not expended, but could support ongoing operational costs of the program, the County may, in its discretion, approve additional purchases not outlined in Attachment A. Any such requests must be submitted in writing. Payment requests shall be sent on no more than a monthly basis. The request shall also include supporting documentation to support the purchase (for example, documentation showing that equipment was properly purchased consistent with the State Competitive Bid Law, as codified by Code of Alabama (1975) §§ 41-16-1, *et seq.*, quotes for equipment, invoices or receipts, or report showing the amount of salary or benefits to be reimbursed).

**III. NOTICES**

Notices required by this Agreement shall be in writing and delivered via certified mail (postage prepaid). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement.

Project No.: 01037-061-240520-0035

ALN: 21.027

County FAIN No.: SLFRP5492

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>County</u>	<u>RECIPIENT</u>
Amy Gilliland County Administrator P.O. Box 10 Rockford, AL 35136 <a href="mailto:1coosacountyadm@gmail.com">1coosacountyadm@gmail.com</a> (256) 377-1350	Maggie Hardin Sponsored Programs Officer 540 Devall Drive, Suite 200 Auburn, AL 36832 <a href="mailto:ospadmn@auburn.edu">ospadmn@auburn.edu</a> (334) 844-4438

#### IV. GENERAL CONDITIONS

##### A. General Compliance

All activities funded with ARPA funds must comply with any rules and regulations the County is required to comply with, as provided by the County's ARPA award. A list of applicable regulations, as identified by Treasury, is included in Attachment B. The RECIPIENT also agrees to comply with the provisions listed in Attachment B, as applicable. All other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

##### B. Immigration Law

Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Architects and engineers should review and adhere to these guidelines as appropriate to their project type.

##### C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The RECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

##### D. Insurance

The RECIPIENT shall maintain insurance in accordance with its own policies and procedures and applicable law.

##### E. Liability



The RECIPIENT agrees to repay to County funds equal to the amount of funds provided to the RECIPIENT by the County, which County has determined that its agents or assigns have caused to have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of the provided funds. This provision shall be in addition to, and shall not be deemed to waive any rights or remedies of the County under the law.

F. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County Commission. Such amendments shall not invalidate this Agreement, nor relieve or release either party from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be incorporated only by written amendment signed by both parties.

G. Assignment

The RECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto. Any consent to assignment shall not be considered consent to any subsequent assignment.

H. Nondiscriminatory Provision of Services

The RECIPIENT shall have a nondiscriminatory policy and its services and activities relating to this Agreement will be available to all members of the general public regardless of race, age, sex, religion, or disability.

I. Conflict of Interest

No employee, officer, or agent of the RECIPIENT shall participate in the selection, or in the award or administration, of a contract supported by funds provided pursuant to this Agreement if a conflict of interest, real or apparent, would be involved.

J. Federal Funding Eligibility

The RECIPIENT shall remain eligible to receive federal funds throughout the term of this Agreement. If, at any time, the RECIPIENT receives notice that it has been disbarred or suspended from receipt of federal funds, within five (5) business days of receiving said notice, the RECIPIENT must provide notice to the Commission.

K. Suspension or Termination

The County may suspend or terminate this Agreement if the RECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes and regulations as are applicable at any time;
2. Failure, for any reason, of the RECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the RECIPIENT to the County reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated upon mutual agreement of the parties.

This Agreement may also be terminated by either party, in whole or in part, by setting forth the reasons for such termination, including for convenience, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the Agreement will not accomplish the purpose for which the Agreement was made, the County may terminate the Agreement in its entirety.

## V. ADMINISTRATIVE REQUIREMENTS

### A. Documentation and Record Keeping

#### 1. Records to be Maintained

The RECIPIENT shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Documentation reflecting reporting requirements in Section I(E) of this Agreement;
- b. Any records documenting compliance with federal non-discrimination policies;
- c. Financial records relating to this Agreement, including invoicing and supporting materials as provided in Section II of this Agreement; and
- d. Documentation demonstrating compliance with competitive bidding requirements under state law.

#### 2. Retention



The RECIPIENT shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.

3. Audits & Inspections

All RECIPIENT records with respect to any matters covered by this Agreement shall be made available to the County, State of Alabama Department of Examiners of Public Accounts, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the RECIPIENT within thirty (30) days after receipt by the RECIPIENT. Failure of the RECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

VI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The County's failure to act with respect to a breach by the RECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and the RECIPIENT with respect to this Agreement.

Date

August 13, 2024

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



## University

By Bertha Kelly McElrath  
Bertha Kelly-McElrath, Chairman

Darren May, Assoc. Dir. Digitally signed by Darren May,  
for Steven Taylor, Sr. Assoc. Dir. for Steven Taylor, Sr.  
VPRED  
Date: 2024.07.02 10:23:02 -05'00'

By  
Steven Taylor, Senior VP for Research and Economic  
Development

Project No.: 01037-061-240520-0035

ALN: 21.027

County FAIN No.: SLFRP5492

ATTACHMENT A

Project No.: 01037-061-240520-0035

ALN: 21.027

County FAIN No.: SLFRP5492

**COOSA COUNTY -ALABAMA COOPERATIVE EXTENSION SYSTEM OF AUBURN UNIVERSITY  
FUNDING AGREEMENT COVER SHEET**

<b>Entity Name</b> Alabama Cooperative Extension System of Auburn University		<b>Unique Entity Identifier</b> DMQNDJDHTDG4	<b>Project Number for This Agreement</b> 01037-061-240520-0035
<b>Entity Address</b> 321-A Ingram Hall Auburn University, Alabama 36849		<b>Entity Point of Contact</b> Darren May, Associate Director, Sponsored Programs	<b>Point of Contact Email Address</b> ospadmn@auburn.edu
<b>Federal Funds Provided to the Entity</b> \$25,000.00		<b>County Point of Contact</b> Amy Gilliland County Administrator P.O. Box 10 Rockford, AL 35136	
<b>Project Description:</b> This project will involve a funding agreement with a state university to provide various nutrition education and programming as a service to foster a healthier community.			<b>Expenditure Category (EC)</b> 6.1
<b>Federal Awarding Agency:</b> DEPARTMENT OF THE TREASURY	<b>Assistance Listing CFDA Number and Name</b> 21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	<b>County Federal Award Identification Number (FAIN)</b> SLFRP5492	



# COOSA COUNTY JUDGE OF PROBATE

## JUDGE: RICHARD M. DEAN



July 30, 2024

RE: Request to Remove and Dispose of HAVA Reimbursed Equipment

To: Coosa County Commission  
Office of Administrator  
P.O. Box 10  
Rockford, Alabama 35136

I request authorization to remove from inventory and dispose of the following HAVA Reimbursed Equipment. I have contacted the Secretary of State's office and received confirmation we could dispose of this equipment. See SoS office response which is attached. I request we offer it to local churches/organizations. The equipment operating systems are no longer supported by the vendors and can no longer be used for elections, nor would I want to trust using it in county offices. The equipment could be used for children to play games or used for non-critical tasks for which the operator has no security concerns.

P.O. BOX 218, ROCKFORD, ALABAMA 35136  
TELEPHONE: (256) 377-4919  
E-MAIL: COOSACOUNTYPROBATE@OUTLOOK.COM

# HAVA Audit 2019 Checklist - Coosa County

Description of the Property	Serial Number (or other)	Found (y/n)	Notes
Apple iPad Air 16 GB (grey)	DMQN7CQCCK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMPN25D6FK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7678FK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7A25FK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMPN7EVENFK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7BEAFK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7E3GFK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMPN753GFK10	\$499.00	IOS is unsupported, cannot update security



Apple iPad Air 16 GB (grey)	DMQN7FSEFK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7BJAFK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7CXYFK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7FBD FK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7DL0FK10	\$499.00	IOS is unsupported, cannot update security
Apple iPad Air 16 GB (grey)	DMQN7KL9FK10	\$499.00	IOS is unsupported, cannot update security
Black iPad Air Cases (14)			Not needed, were never used
Office Pro 2013 (2)		\$735.98	Software no longer used
Targus Computer Case 15 in.	97212-96105	\$36.00	
Targus Computer Case 15 in.	92636-20524	\$36.00	

HP Laptop Computer 15.4  
in.

5CG43743V

HP Laptop Computer 15.4  
in.

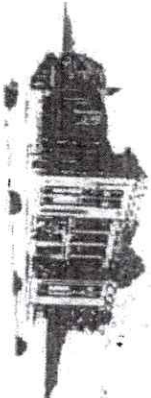
5CG43743M3

For old SoS election tabulating, no longer  
used

For old SoS election tabulating, no longer  
used

Respectfully,

  
Richard M. Bean



Date Amended by the Coosa County Commission:

Date Amended by the Coosa County Commission:

4131

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE TO GET QUOTE FOR NEW FLOORING FOR THE UPSTARIS AND DOWNSTAIRS HALLWAY OF THE COURTHOUSE. SECONDED BY VICE-CHAIR LAMAR DAUGERTY. UNANIMOUSLY APPROVED

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAF's and FAEF's)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement	Bridge Improvement	Project Length (miles)	Description of Work						
Estimated Beginning Balance																
Estimated Annual Revenue																
1	RA-CCP 19-01-25	CR-48	33.002807	-86.028687	33.018618	-86.008231	X		1.90	FDR & Surface Treatment from CR-85 to the Tallapoosa County Line	\$122,682.93	\$122,682.93	CRAF	\$27,770.98		\$0.00
2	RA-CCP 19-02-25	CR-94	33.082258	-86.031205	33.081856	-86.009345	X		1.42	FDR & Surface Treatment from SR-3 to the Tallapoosa County Line	\$128,902.83	\$128,902.83	CRAF	\$32,840.25		\$400,000.00
3	RA-CCP 19-02-24	CR-511	33.065970	-86.053777	33.104917	-86.124136	X		5.07	Resurface & Slope CR-511 from SR-6 to the Clay County Line	\$888,035.98	\$888,035.98	CRAFF/FAEF	\$488,035.98	\$400,000.00	
4	RA-CCP 19-03-25	CR-63	32.843652	-86.101636	32.884042	-86.051589	X		4.52	FDR & Surface Treatment on SR-6 from SR-6 to SR-259	\$850,936.70	\$850,936.70	CRAF	\$75,000.00		
5	RA-CCP 19-04-25	Hanceville Road	32.761740	-86.025268	32.754871	-86.019172	X		0.95	FDR & Surface Treatment from CR-2 to the Elmore County Line	\$96,805.68	\$96,805.68	CRAF	\$26,188.72		
6	RA-CCP 19-05-24	CR-70	33.065775	-86.298301	33.070714	-86.249674	X		3.23	FDR & Surface Treatment on CR-70 from CR-28 to CR-41	\$217,284.31	\$155,164.07	CRAF	\$80,164.07		
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)				17.10				Total CTP Estimated Costs	\$2,304,648.43	\$503,555.51	Total CRAFF/FAEF Remaining Estimated	\$0.00	\$0.00

**Note:** Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks
Project number RA-CCP 19-01-25 is a portion of material costs only, the remaining amount of \$94,911.95 will utilize 4 cent funding
Project number RA-CCP 19-02-25 is a portion of material costs only, the remaining amount of \$96,062.58 will utilize 4 cent funding
Project number RA-CCP 19-03-25 will be utilizing \$350,000.00 of RAA Grant funding. Awarded for FY 24 & \$425,687.62 of 4 cent funding
Project number RA-CCP 19-04-24 is a portion of material costs only, the remaining amount of \$70,616.96 will utilize 4 cent funding



MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE TO SEND ANNUAL BID FORMS TO BE OPENED AT THE SEPTEMBER 10<sup>TH</sup> COMMISSION MEETING AT 10:00 A.M. FOR THE FOLLOWING MATERIALS: STEEL PIPE, LIMESTONE, GRANITE, LIQUID ASPHALT, GASOLINE/DIESEL FUEL, CEMENT. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

DISCUSS SOLID WASTE PLAN. CDG WILL BE SUBMITTING A PROPOSE AND THE LANDFILL

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE OF RESOLUTION TO USE ARPA FUNDS FOR ACEE AUDIT INVOICE. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

## **RESOLUTION FOR ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS TO FACILITATE GOVERNMENT SERVICES**

**WHEREAS**, Coosa County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

**WHEREAS**, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("revenue replacement funds"); and

**WHEREAS**, these funds may be used to cover costs associated with administrative requirements of the County's ARPA award; and

**WHEREAS**, the Coosa County Commission ("Commission") has determined that covering the costs to the Department of Examiners of Public Accounts to complete the Alternative Compliance Examination Engagement ("ACEE"), as required by ARPA terms and conditions, is a necessary, eligible, and reasonable use of these funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

- 1) The Commission hereby allocates ARPA funds designated as revenue replacement funds to cover up to \$8,320.00 to the Department of Examiners of Public Accounts for the ACEE audit for fiscal year 2022.
- 2) The County Administrator is hereby authorized to expend ARPA funds revenue replacement funds to support these administrative requirements.
- 3) The County ARPA Program Director is responsible for ensuring that, in carrying out the obligations under the agreement, the Project meets the requirements of the County's ARPA award, that no funds will be expended on ineligible costs as defined by Treasury's Final Rule, and that the Project will not frustrate the County's ability to mitigate or prevent against the spread of COVID-19.
- 4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the project that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

**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 the 13<sup>th</sup> day of August 2024.

*Bertha K McElroy*



MOTIONED BY COMMISSIONER JOHN FORBUS OF RESOLUTION TO USE ARPA FUNDS FOR THE COMPUTERS AND SCANNERS IN THE COMMISSION OFFICE. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

## **RESOLUTION FOR ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS TO FACILITATE GOVERNMENT SERVICES**

**WHEREAS**, Coosa County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

**WHEREAS**, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("revenue replacement funds"); and

**WHEREAS**, these public funds may be used for the purpose of providing government services, including the provision of information technology for County staff; and

**WHEREAS**, the Coosa County Commission ("Commission") has determined that the purchase of the following information technology equipment from the following vendors is a necessary, eligible, and reasonable use of these funds:

Three laptops with enhanced storage capacity from TSA, Inc. for \$3,687.00; and

Three scanners from Amazon Capital Services, Inc. for \$1,392.85; and

**WHEREAS**, this equipment has been procured consistent with Alabama's Competitive Bid Law and federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable to the expenditure of revenue replacement funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

- 1) The Commission hereby allocates ARPA funds designated as revenue replacement funds to cover up to \$5,079.85 towards purchasing information technology equipment for use by County staff.
- 2) The County Administrator is hereby authorized to expend ARPA funds revenue replacement funds to purchase the information technology equipment to support the above-referenced government service.
- 3) The County ARPA Program Director is responsible for ensuring that, in carrying out the obligations under the agreement, the Project meets the requirements of the County's ARPA award, that no funds will be expended on ineligible costs as defined by Treasury's Final Rule, and that the Project will not frustrate the County's ability to mitigate or prevent against the spread of COVID-19.
- 4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the project that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

**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 the 13<sup>th</sup> day of August 2024.

Bertie K. McElwain  
Chairman, Coosa County Commission

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE FOR T-MOBILE HOMETOWN GRANT PROGRAM. SECONDED BY COMMISSIONER BRANDON PART. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPLY FOR THE HUGH KAUL FOUNDATION GRANT THROUGH THE REGIONS CHARITABLE TRUST. SECONDED VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE FOR SHERIFF TO USE FORD MOTOR CREDIT MUNICIPAL PURCHASE/LEASING FOR VEHICLE FINANCING INSTEAD OF BANCORP AS PREVIOUSLY APPROVED ON JULY 29, 2024. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO TABLE THE ADDITIONAL PURCHASE FOR SALLY PORT RENOVATION. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

DISCUSS SIDEWALKS AND TOWN UPDATES. ROCKFORD MAYOR SCOTT WHITE

UPDATES ON GPS COMMISSIONER JOHN FORBUS/ADMINISTRATOR AMY GILLILAND



MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE OF CITIZEN PARTICIPATION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

**CITIZEN PARTICIPATION CERTIFICATION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

I, Bertha K. McElrath, Chairman of the Coosa County Commission, certify that the County Commission is following a detailed citizen participation plan which:

- (1) provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income and of areas in which section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a), provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
- (2) provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by regulations and relating to the actual use of funds under this title;
- (3) provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
- (4) provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
- (5) provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
- (6) identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

Attest:

Amy Gilliland  
Administrator

Bertha K McElrath  
Chair  
August 13, 2024  
Date

**RESOLUTION 2024-813-2**  
**CITIZEN PARTICIPATION**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**WHEREAS**, the Coosa County Commission recognizes that a written citizen participation plan is essential for establishing procedures to ensure all citizens with the opportunity to participate in the development of the local Community Development Block Grant Program; and

**WHEREAS**, a citizen participation plan certification is required to enable the Coosa County Commission to be eligible for funding through the State of Alabama Community Development Block Grant Program;

**NOW, THEREFORE BE IT RESOLVED** by the Coosa County Commission that the citizen participation plan proposed which denotes procedures for advanced publication of public hearing notices, technical assistance, and provisions for non-English speaking residents is hereby the authorized citizen participation plan for the Coosa County Commission and authorizes the Coosa County Commission to execute all citizen participation plan certifications and all necessary documents or correspondence related to the establishment and enforcement of the citizen participation plan.

Passed and adopted this 13th day of August, 2024.

Attest:

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Chair

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE TO ALLOW THE SHERIFF TO HAVE A SEPARATE VERIZON REVEAL ACCOUNT FOR MONITORING VEHICLES. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE RESOLUTION TO DESIGNATE SSUT FUNDS TOWARD COURTHOUSE ANNEX BUILDING, PARKING, MAINTENANCE OF THE ANNEX, AND FUTURE DEBT SERVICES. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

**RESOLUTION 2024-813**

**ALLOCATING SSUT (SIMPLIFIED SELLERS USE TAX) REVENUE TOWARD  
COURTHOUSE ANNEX DEBT SERVICES, PARKING AND MAINTENANCE OF ANNEX,  
FUTURE DEBT SERVICES AND 5% TOWARD ECONOMIC DEVELOPMENT IN COOSA  
COUNTY**

**WHEREAS**, the Coosa County Commission receives monthly revenue from the collections of the Simplified Sellers Use Tax which was initiated in the State of Alabama by Legislative Act 2015-448, codified as Ala. Code §40-23-191 et seq.(1975)as amended, known as the Simplified Seller Use Tax Remittance Act (SSUT Act).

**WHEREAS**, pursuant to the SSUT Act, the County's share of the SSUT proceeds is deposited into the County's General Fund.

**WHEREAS**, the County has determined that it is necessary and in the best public and financial interest to use the SSUT funds toward the Courthouse Annex building debt, parking and maintenance of the Annex, and for future debt services.

**NOW, THEREFORE BE IT RESOLVED** by the Coosa County Commission that the SSUT Resolution be **Passed and Adopted this 13<sup>th</sup> day of August by the Coosa County Commission.**



**Bertha K. McElrath, Chairman**

**Attest:**



**Amy Gilliland, County Administrator**



EDWARD HOBBS, GOVERNMENT SERVICES OFFICER

DISCUSS COURTHOUSE ANNEX. VICE-CHAIR LAMAR DAUGHERTY

A. JOHN MERRILL WITH WAGGONER

B. BILLY MORACE WITH CMH

C. PAMELA MITCHELL WITH PH&J

MOTIONED BY COMMISSIONER RONNIE JOINER SHOW OF HANDS TO REMOVE CHAIR TO ALLOW OTHER COMMISSIONERS AN OPPORTUNITY TO SERVE IN THE POSITION. SECONDED BY COMMISSIONER VICE-CHAIR LMAAR DAUGHERTY. VICE-CHAIR LAMAR DAUGHERY-YA, COMMISSIONER RONNIE JOINER-YA, COMMISSIONER JOHN FORBUS-YA, COMMISSIONER BRANDON DAVIS-NO, AND CHAIR BERTHA MCELRATH-NO

MOTIONED BY COMMISSIONER RONNIE JOINER TO NOMINATE AND VOTE TO ELECT A NEW CHAIR. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

#### **OLD BUSINESS**

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO TABLE THE PLANS FOR THE EXTENSION BUILDING BESIDE THE COURTHOUSE. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO SHELDON HUTCHERSON (EMA DEPARTMENT) TO PURCHASE TRUCK FROM STATE BID LIST. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO ADD TO THE AGENDA FOR SHELDON HUTCHERSON (EMA DEPARTMENT) TO HAVE VEHICLE FINANCED BY FORD MOTOR. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERY TO APPROVE FOR THE VEHICLE TO FINANCED BY FORD MOTOR. SECONED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO ADD TO THE AGENDA TO GO INTO EXECUTIVE SESSION. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO GO INTO EXECUTIVE SESSION. SECONED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER RONNIE JOINER TO COME OUT OF EXECUTIVE SESSION. SECONED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

MOTINED BY COMMISSIONER RONNIE JOINER TO ADD TO THE AGENDA SHERIFF SECURITY INMATE REGARDING MEDICAL. SECONED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO GO INTO EXECUTIVE SESSION. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO COME OUT OF EXECUTIVE SESSION. SECONDED COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

**MOTIONED TO ADJOURN**

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO ADJOURN. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 10<sup>TH</sup> DAY OF SEPTEMBER, 2024.

\_\_\_\_\_  
CHAIR-BERTHA MCEL RATH

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VICE-CHAIRMAN LAMAR DAUGHERTY

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COMMISSIONER BRANDON DAVIS

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COMMISSIONER JOHN FORBUS

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COMMISSIONER RONNIE JOINER