

**AGENDA**  
**COOSA COUNTY COMMISSION**  
**February 13, 2024**  
**9:00 a.m. Commission Meeting**  
**911 Building**

**WELCOME**

**PUBLIC COMMENTS:** Juawana Hayes CR 110

**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) Approval for the Chairman to sign the Amendment 1 Resolution—Chairman McElrath
- (2) Approval to remove and surplus 840 G3 HP Elitebook from the Sheriff's Inventory—Sheriff Howell
- (3) Approval for a Sheriff's Department employee to receive FMLA—Sheriff Howell
- (4) Approval for Katie Judkins to apply for alcohol license in Coosa County—Chairman McElrath
- (5) Approval to open a CDBG street grant checking account per ADECA for payments and auditing purposes—Administrator Amy Gilliland
- (6) Discuss legislation from the Coroner's Association—Coroner Jack Brewer
- (7) Approval of repairs for vehicle—Coroner Jack Brewer
- (8) Approval of county levies on alcohol licensing for Coosa County and for the Chairman to sign the County Alcohol Licensing form—Chairman McElrath
- (9) Approval for the Administrator and Chairman to sign the Funding Agreement, using ARPA funds, for Goodwater CR 7 sewage equipment project—Chairman McElrath
- (10) Approval for the Chairman to sign the Resolution to use ARPA funds—up to \$29,967.00—for the CR7 Goodwater sewer project—Chairman McElrath
- (11) Approval for Integrity Consulting, LLC to promote the tag referendum using "text blast" as advertisement for a total cost of \$1178—Commissioner Daugherty and Tyler Gardner, Integrity Consulting, LLC
- (12) Discuss lease payment amount to the BOE for the Extension office to occupy the former Central High School office—Chairman McElrath

- 4050
- (13) Approval for Chairman to sign Resolution using ARPA funds for the I-HOPE project that will provide education and resources to enhance the health and wellbeing of the community through nutrition education —Chairman McElrath

### **OLD BUSINESS**

- (1) Approval for the Sheriff to purchase materials to build and sheetrock walls, insulation, and drop ceiling materials to accommodate growth of Sheriff's Office using Capital Improvement funds—Sheriff Howell
- (2) Discuss installing GPS tracking and camera's in all County vehicles and equipment—Commissioner Forbus
- (3) 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**

**FEBRUARY 13, 2024**

**9:00 A.M.**

**CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE E-911 BUILDING FEBRUARY 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 JOHN FORBUS AND COMMISSIONER BRANDON DAVIS. NOT PRESENT 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 THE AGENDA 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 JOHN FORBUS. UNANIMOUSLY APPROVED

**CONSENT AGENDA**

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE THE CONSENT AGENDA, FOR CHAIR AND ADMINISTRATOR 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 FORBUS.  
UNANIMOUSLY APPROVED



**NEW BUSINESS**

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE FOR CHAIR-BERTHA MCELRATH TO SIGN THE AMENDMENT 1 RESOLUTION. SECONDED BY COMMISSIONER BRANDON DAVIS.  
UNANIMOUSLY APPROVED

STATE OF ALABAMA

**COOSA COUNTY**

**RESOLUTION OF THE COOSA COUNTY COMMISSION**

**WHEREAS**, voters will soon consider Amendment 1, which will be on the ballot during the 2024 Primary Election held on March 5, 2024; and

**WHEREAS**, the Legislature regularly passes local laws and local constitutional amendments that impact the services provided to the county's residents, as well as the mechanisms for funding these services; and

**WHEREAS**, some of these taxpayer-funded services include law enforcement, education, fire protection, ambulance services, the regulation of alcoholic beverages, and economic development; and

**WHEREAS**, since 1984, the Alabama Constitution has required that no legislation be considered by the Legislature until both of the State's annual budgets are passed and delivered to the Governor; and

**WHEREAS**, there is an exception that allows the Legislature to consider other matters ahead of the budgets by adopting a "Budget Isolation Resolution" (BIR) by a vote "of not less than three-fifths of a quorum present"; and

**WHEREAS**, the language of this exception has been interpreted various ways since 1984 and has generated lawsuits in recent years over how many votes are needed to adopt a BIR; and

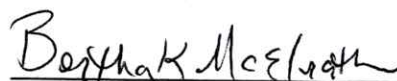
**WHEREAS**, if a court finds that a local law's BIR was adopted improperly, it could result in that local law being challenged on procedural grounds, even if the local law otherwise passed both chambers and became law; and

**WHEREAS**, Amendment 1 would allow local bills and local constitutional amendments to be considered by the Legislature without the adoption of a BIR, removing a procedural step from the legislative process; and

**WHEREAS**, the Association of County Commissions of Alabama has adopted a resolution encouraging Alabamians to vote yes to Amendment 1 on March 5, 2024.

**NOW, THEREFORE BE IT RESOLVED BY THE COOSA COUNTY COMMISSION** that it encourages the citizens of the county to go to the polls on March 5, 2024, and make their voices heard on Amendment 1.

DONE this 13TH day of FEBRUARY, 2024.



Bertha K. McElrath, Commission Chair

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE TO REMOVE AND SURPLUS 840 GS HP ELITEBOOK FROM THE SHERIFF'S INVENTORY. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

## INVENTORY FORM

DEPARTMENT

SHERIFF: X

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

DATE: January 22, 2024SUBMITTED BY: Shelia Thomas

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

REMOVE: XPROPERTY DESCRIPTION: 840 G3 HP Elitebook

PURCHASE AMOUNT: \_\_\_\_\_

PURCHASED FROM: Grant moneySERIAL#: 5CG9325TQYMODEL#: Product ID# 8DZ57UT#ABAFUND: Sheriff's Budget Line Item #499IF BEING DECLARED SURPLUS:

ASSET#: \_\_\_\_\_

DECAL#: 201281REASON FOR DECLARATION: Screen busted and can no longer log into it.

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE FOR A SHERIFF'S DEPARTMENT EMPLOYEE TO RECEIVE FMLA. SECONDED BY COMMISSIONER JOHN FORBUS.  
UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO TABLE FOR KATTIE JUDKINS TO APPLY FOR ALCOHOL LICENSE IN COOSA COUNTY. SECONDED BY COMMISSIONER BRANDON DAVIS.  
UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE TO OPEN A CDBG GRANT CHECKING ACCOUNT PER ADECA FOR PAYMENTS AND AUDITING PURPOSES. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

DISCUSS LEGISLATION FROM THE CORONER'S ASSOCIATION. MR. JACK BREWER, CORONER

MOTIONED FAILED TO REPAIR VEHICLE FOR CORONER JACK BREWER



MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE COUNTY LEVIES ON ALCOHOL LICENSING FOR COOSA COUNTY AND FOR THE CHAIRMAN TO SIGN THE COUNTY ALCOHOL LICENSING FORM. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED



**Alabama Alcoholic Beverage Control Board**  
**Licensing and Compliance Division**

2715 Gunter Park Drive West  
 Montgomery, AL 36109  
 Phone: 334-213-6300  
 Fax: 334-213-6322

**February 5, 2024**

**MEMORANDUM**

**To:** All Wet County Commissions

**From:** Summer Childers  
 Licensing and Compliance Division Director

**Subject:** County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year ~~2024-2025~~, the **attached form must be completed** listing all amounts set by your county in column four (4). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	<u>Maximum County Fee</u>
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than **April 19, 2024**. This form must be signed by an authorized county official. Please return your completed document to **scarlett.spivey@abc.alabama.gov** or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by: \_\_\_\_\_

COUNTY (19) COOSA 2024-2025

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL LICENSE TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$300.00			
011 - LOUNGE RETAIL LIQUOR - CLASS II - ( PACKAGE)	\$ 50.00	\$300.00			
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00			
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00			
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00			
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00			
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00			
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00			
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00			
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00			
**					
090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00			
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00			
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110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00			
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00			
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$200.00			
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$150.00		N/A	
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00		N/A	
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00			
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00			
200 - MANUFACTURER	\$ 50.00	\$500.00			
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210 - IMPORTER	\$ 50.00	\$500.00			
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220 - BREWPUB	\$ 50.00	\$1,000.00			
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00			
240 - NON PROFIT - TAX EXEMPT	N/A	N/A	N/A	N/A	N/A
250 - WINE FESTIVAL LICENSE	\$ 50.00	\$50.00		N/A	
260 - WINE FESTIVAL PARTICIPANT LICENSE	\$ 50.00	\$15.00		N/A	
300 - HOSPITALITY MANAGEMENT PROGRAM LICENSE	\$ 50.00	\$1,000.00			
310 - FOOD OR BEVERAGE TRUCK LICENSE	\$ 50.00	\$300.00			
500 - DIRECT WINE SHIPPER	\$ 50.00	\$200.00			
510 - WINE FULFILLMENT CENTER	\$ 50.00	\$500.00			
520 - ADDITIONAL WINE FULFILLMENT CENTER	\$ 50.00	\$100.00			
530 - DELIVERY SERVICE LICENSE	\$ 100.00	\$250.00	N/A		
800 - IN-STATE WINERY OFF-SITE TASTING PERMIT	\$ 50.00	N/A			

\* A non-refundable filing fee is charged to all new licenses.

\*\* May not charge more than one-half of the state fee for this type of license.

SIGNED: Betha K McElhate  
Authorized County Official

Commission Chair  
Title

2/13/2024  
Date



MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE FOR THE ADMINISTRATOR AND 4054  
CHAIRMAN TO SIGN THE FUNDING AGREEMENT, USING ARPA FUNDS, FOR GOODWATER CR7  
SEWAGE EQUIPMENT PROJECT. SECONDED BY COMMISSIONER BRANDON DAVIS.  
UNANIMOUSLY APPROVED

Project No.: 01037-061-230711-0020

ALN: 21.027  
County FAIN No.: SLFRP5492

**FUNDING AGREEMENT  
BETWEEN  
COOSA COUNTY, ALABAMA  
AND  
WATER WORKS AND SEWER BOARD OF THE TOWN OF GOODWATER  
FOR**

**Award of Public Funds to Support Water/Sewer Infrastructure Utilizing  
American Rescue Plan Act Revenue Replacement Funding**

THIS AGREEMENT (herein called the "Agreement") entered this 13th day of February 2024, by and between Coosa County, Alabama (herein called the "County") and the Water Works and Sewer Board for the Town of Goodwater (herein called the "Board"); and

**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 support of water/sewer infrastructure; and

**WHEREAS**, consistent with Alabama Code (1975) §11-1-10, the Commission deems it to be in the public's interest to provide funds to another local government to support beneficial development; and

**WHEREAS**, the County has made a determination that this is a reasonable, appropriate, and lawful expenditure.

**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 purchase and install new equipment at the sewer lift station to replace aging equipment in need of repair to reduce breakdowns of the current system and allow the sewer to flow constantly into the main treatment facility.

**B. Scope of Work**

The Board will be responsible for providing for all materials, construction, and services relating to meeting the purpose of this Agreement as set forth in Section I(A) and Attachment A in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Attachment A shall include a full description of the project including schedule milestones, project budget, and project staffing.

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C. Standards and Licensing

The Board warrants that all work provided for herein shall be completed in a professional manner by persons qualified and, if applicable, properly licensed under state and local law and shall be consistent with the standards set forth in the industry.

D. Period of Performance

Services of the Board shall commence on February 13, 2024, and are expected to be complete on May 1, 2024. The terms of this Agreement and the provisions herein shall be extended to cover any additional time-period during which the Board remains responsible for carrying out the approved activities. At a minimum, all activities must comply with the period of performance as outlined by Treasury including, but not limited to:

- All funds obligated by December 31, 2024;
- All funds spent by December 31, 2026;
- Project costs incurred prior to March 3, 2021, are ineligible;
- For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

E. Reporting and Oversight by County

1. The Board will provide status updates in writing to the County as to the progress of the project, including delivery schedule and installation, which should be included in the reimbursement request.
2. The Board must inform the County, as soon as practical, of all issues or potential delays in the project, as well as a plan to mitigate any concerns.
3. The Board must accommodate any request by the County to visit or inspect the site if a forty-eight hour of notice is given.

II. BUDGET

This project includes the purchase of new equipment by the Board, which will be installed using the Board staff. It is anticipated that the equipment purchased will cost \$29,967.00.

It is understood that the current quoted cost is below the competitive bid law threshold (\$30,000) pursuant to Alabama Code (1975) § 41-16-50, *et seq.* In the event costs meet or exceed said threshold, it is the Board's obligation to purchase the equipment pursuant to a competitive sealed bidding process. Failure to do so may result in the termination of this agreement without reimbursement hereunder.

III. PAYMENT

County will reimburse Board based upon the actual costs incurred to purchase the equipment, subject to due diligence and policies and procedures of the County. Payments will be made upon submission of Partial Payment Request(s), utilizing the Reimbursement Request Form provided



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herein as Attachment B, which must be supported by documentation that the equipment was properly procured, delivery has been made, paid invoice, and submission of timely progress reports as provided in Section I(E).

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$29,967.00. Any other costs above this amount, including additional equipment purchases, shall be subject to Alabama's competitive bid law and shall be borne by the Board.

#### IV. 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.

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

<u>For the County</u>	<u>For the Board</u>
<p>Amy Gilliland, County Administrator  Coosa County Commission  9709 U. S. Highway 231  Rockford, AL 35136  <a href="mailto:1coosacountyadm@gmail.com">1coosacountyadm@gmail.com</a>  (256)-377-1350</p>	<p>Elmore Unbehant, CEO  Water Works and Sewer Board City of Goodwater  55 S Main St.  Goodwater, AL 35072  <a href="mailto:Elmore@goodwaterfire.com">Elmore@goodwaterfire.com</a>  256-794-8526</p>

#### V. 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 C. The Board also agrees to comply with the provisions listed in Attachment C, as applicable. All other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement, including, without limitation, compliance with competitive bidding processes as provided by the Competitive Bid Law, codified as Ala. Code (1975) § 41-16-51, *et seq.*, must also be followed.

##### 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



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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. Boycott Certificate.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. The firm must certify 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.

D. "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 Board shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

E. Hold Harmless

The Board shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Board's performance or nonperformance of the services or subject matter called for in this Agreement.

F. Insurance & Bonding

The Board shall provide insurance on the equipment as required by the Board's policies and procedures.

G. Liability

The Board agrees to repay to County funds equal to the amount of funds provided to the Board by the County, including interest, 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.

H. Amendments

The County and Board 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's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release either the County or Board from its obligations under this Agreement.

Any amendment made that increases the budget or payment obligations of this County may only be permitted with express permission of the County, in its sole discretion, and

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must be supported by written justification of actual increase of costs beyond the control of the Board.

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 County and Board.

- I. Assignment: The Board 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.
- J. Approvals: The Board shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such agreement. All subcontracts shall further incorporate the terms and conditions of this Agreement in its entirety, including, without limitation, Attachment C.
- K. Nondiscriminatory Provision of Services: The Board 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.
- L. Conflict of Interest: No employee, officer, or agent of the Board 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.
- M. Federal Funding Eligibility: The Board shall remain eligible to receive federal funds throughout the term of this Agreement. If, at any time, the Board receives notice that it has been disbarred or suspended from receipt of federal funds, within five (5) business days of receiving said notice, the Board must provide notice to the Commission.
- N. Suspension or Termination

The County may suspend or terminate this Agreement if the Board 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 Board 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 Board 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 the County or the Board, in whole or in part, by setting forth the reasons for such termination, including termination pursuant to Section II relating to budget overruns, 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.

## VI. ADMINISTRATIVE REQUIREMENTS

### A. Documentation and Record Keeping

#### 1. Records to be Maintained

The Board 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) Records documenting compliance with federal non-discrimination policies;
- c) Financial records relating to this Agreement, including invoicing and supporting materials as provided in Section III of this Agreement; and
- d) Documentation demonstrating compliance with competitive bidding requirements for construction projects under state law.

#### 2. Retention

The Board 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 Board 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 Board within thirty (30) days after receipt by the Board. Failure of the Board to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

### B. Procurement

As a prerequisite for payment for any good or service provided pursuant to this Agreement, the Board is solely responsible for ensuring proper competitive procurements under the Competitive Bid Law, codified in Title 41 of the Code of Alabama 1975. The Board shall



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demonstrate, and keep records of, competitive bidding requirements for construction projects that were followed, as well as any procurement requirements of the Board's organization or agency.

**VII. 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.

**VIII. 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.

**IX. WAIVER**

The County's failure to act with respect to a breach by the Board 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.

**X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and the Board 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 Board with respect to this Agreement.

Date 1/18/2024

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

**Coosa County Commission, Alabama**

**Water Works and Sewer Board of  
the Town of Goodwater**

By Bertha Kelly-McElrath  
Bertha Kelly-McElrath, Chair

By Elmore Unbehant  
Elmore Unbehant, CEO

Attest Amy Gilliland  
Amy Gilliland, County Administrator

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE THE CHAIRMAN TO SIGN THE RESOLUTION TO USE ARPA FUNDS UP TO \$29,967.00 FOR THE CR7 GOODWATER SEWER PROJECT. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

## **RESOLUTION FOR ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS TO CARRY OUT A PUBLIC PURPOSE PROJECT**

**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**, 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 in water and sewer infrastructure; and

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

**WHEREAS**, The Water Works and Sewer Board for the Town of Goodwater has submitted a request for funds to make improvements, including the purchase and installation of new equipment at the sewer lift station to replace aging equipment in need of repair to reduce breakdowns of the current system and allow for constant flow to the main treatment facility ("Project"); and

**WHEREAS**, the County has determined that the expenditure of funds to the Water Works and Sewer Board for the Town of Goodwater to complete the Project would serve a public purpose by conferring a direct benefit to a significant portion of the community; and

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

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

- 1) The County hereby allocates ARPA funds designated as revenue replacement funds to cover up to \$29,967.00 of the cost of the Project.
- 2) The County hereby approves entering into a funding agreement with the Water Works and Sewer Board of the Town of Goodwater in substantially the same form as included in Addendum 1.
- 3) Upon execution of the funding agreement, the County Administrator is hereby authorized to expend ARPA funds revenue replacement funds for costs of the Project in accordance with the terms of this Resolution and the funding agreement.
- 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 February 2024.

Bertha K. McElrath  
Chairman, Coosa County Commission



MOTIONED FAILED FOR INTEGRITY CONSULTING, LLC TO PROMOTE THE TAG REFERENDUM USING "TEXT BLAST" AS ADVERTISEMENT FOR A TOTAL COST OF \$1178.

DISCUSS LEASE PAYMENT AMOUNT TO THE BOE FOR THE EXTENSION OFFICE TO OCCUPY THE FORMER CENTRAL HIGH SCHOOL OFFICE.

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE FOR CHAIRMAN BERTHA MCELRATH TO SIGN RESOLUTION USING ARPA FUNDS FOR THE I-HOPE PROJECT THAT WILL PROVIDE EDUCATION AND RESOURCES TO ENHANCE THE HEALTH AND WELLBEING OF THE COMMUNITY THROUGH NUTRITION EDUCATION. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

## **RESOLUTION FOR ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS TO CARRY OUT A PUBLIC PURPOSE PROJECT**

**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 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 Alabama Cooperative Extension System of Auburn University (the "Extension") has submitted a request for funding 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.

**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 \$30,000.00 in funds or equivalent value towards purchasing equipment and materials needed to support the Project.
- 2) The Commission hereby directs the Commission Chair to enter into negotiations with the Extension for a funding and/or equipment agreement and memorandum of understanding consistent with this Resolution, applicable state and federal law or regulations, and the terms and conditions of the County's ARPA award.
- 3) The Commission further delegates the authority for the Commission Chair to enter into a funding and/or equipment agreement and memorandum of understanding, provided that the agreement comports with Paragraph 2 of this Resolution and if, in her discretion, the terms and conditions of the agreement are in the best interest of the County.
- 4) Upon execution of the agreement, the County Administrator is hereby authorized to expend ARPA funds revenue replacement funds for costs of the Project in accordance with the terms of this Resolution and the funding agreement.

5) 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.

6) 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 February 2024.

Bertha K. McElrath  
Chairman, Coosa County Commission



MOTIONED BY COMMISSIONER JOHN FORBUS TO ADD TO THE AGENDA THE LEASE AGREEMENT WITH THE BOE FOR THE EXTENSION OFFICE. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE LEASE AGREEMENT WITH THE BOE FOR THE EXTENSION OFFICE. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

STATE OF ALABAMA )

**LEASE AGREEMENT**

COUNTY OF COOSA )

**COPY**

THIS LEASE AGREEMENT is made and entered into this 22nd day of February, 2024, by and between the **COOSA COUNTY BOARD OF EDUCATION**, hereinafter referred to as "Lessor", and the **COOSA COUNTY COMMISSION**, hereinafter referred to as "Lessee".

**ARTICLE 1. DEMISE, DESCRIPTION**

The Lessor does hereby lease unto the Lessee, that certain real property known as the "Central High School Office Area" located in Hanover, Alabama.

**ARTICLE 2. TERM**

The term of this lease shall be for a period of twelve (12) months, commencing on March 1, 2024, and ending on February 28, 2025. Lessee reserves the right to cancel this Lease at any time by providing the Lessor with a thirty (30) day written notice of said termination.

**ARTICLE 3. RENT**

No rental shall be due or payable during the term of this Lease.

**ARTICLE 4. INSURANCE**

Lessee understands and agrees that Lessor shall not be responsible for providing insurance of any type or kind and that Lessee, at its sole discretion, may insure its contents or other property at its sole cost and expense.

**ARTICLE 5. REPAIRS, ALTERATIONS, IMPROVEMENTS**

5.01 Lessee agrees to and shall be responsible for all repairs and maintenance of the premises.

5.02 Lessee shall not cause any renovation, structural changes or improvements to the leased premises without the prior written approval of the Lessor.

**ARTICLE 6. WASTE AND NUISANCE**

Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall said Lessee maintain, commit, or permit the maintenance or commission of any nuisance upon the leased premises or use the leased premises for any unlawful purpose.

**ARTICLE 7. INSPECTION BY LESSOR**

Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

#### **ARTICLE 8. ASSIGNMENT AND SUBLEASE**

8.01 Lessee shall not assign this lease nor sublet all or any portion of the leased premises without the prior written consent of Lessor.

8.02 Lessor is expressly given the right to assign any or all of its interest under the terms of this lease.

#### **ARTICLE 9. PURPOSE AND USE**

Lessee agrees that the purpose of this lease is for the temporary placement and use by the County Extension Office personnel and programs.

#### **ARTICLE 10. MISCELLANEOUS**

10.01 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assign, when permitted by this agreement.

10.02 In case any one or more of the provisions contained in this lease 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 lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.03 This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

10.04 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, are duly executed by the parties hereto.

10.05 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

10.06 Time is of the essence in this agreement.



10.07 Lessee shall be responsible for maintaining the leased premises at its sole cost and expense.

10.08 Lessee shall be responsible for the security of the premises at all times.

10.09 Lessee shall be responsible for and shall pay twenty-five (25) percent of the costs and expenses for utilities serving the premises and twenty-five (25) percent of the chiller expenses. Further, Lessee shall be responsible for its internet and telecommunication services. Utility and chiller services shall remain listed in the name of the Lessor but shall be paid by the Lessee to the Lessor upon presentation of each monthly billing statement.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto executes this agreement as of the day and year first above written.

**COOSA COUNTY BOARD OF EDUCATION  
(LESSOR)**

by: 

**DAVID STOVER**  
Its Superintendent of Education

**COOSA COUNTY COMMISSION (LESSEE)**

by: 

**BERTHA K. McELRATH**  
Its Chairman

**OLD BUSINESS**

MOTIONED BY VICE-CHAIRMAN LAMAR DAUGHERTY TO APPROVE FOR THE SHERIFF TO PURCHASE MATERIALS TO BUILD AND SHEETROCK WALLS, INSULATION, AND DROP CEILING MATERIAL TO ACCOMMODATE GROWTH OF SHERIFF'S OFFICE USING CAPITAL IMPROVEMENT FUNDS. RANDY ROBERTS WILL PERFORM ALL CONSTRUCTION. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

DISCUSS INSTALLING GPS TRACKING AND CAMERA'S IN ALL COUNTY VEHICLES AND EQUIPMENT. COMMISSIONER JOHN FORBUS

PLANS FOR THE EXTENSION BUILDING BESIDE THE COURTHOUSE. COMMISSIONER JOHN FORBUS

**MOTION TO ADJOURN**

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO ADJOURN. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 12<sup>TH</sup> DAY OF MARCH, 2024.

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CHAIR-BERTHA MCEL RATH

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VICE-CHAIRMAN LAMAR DAUGHERTY

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COMMISSIONER JOHN FORBUS

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COMMISSIONER BRANDON DAVIS