

AGENDA
COOSA COUNTY COMMISSION
November 14, 2023
9:00 a.m. Commission Meeting
Commission Courtroom

WELCOME

PUBLIC COMMENTS: Devlynn & Kelvin Barnes—CR 19
Kelly & Kim Scott—CR 4
Barbara Maxwell & Pamela Graham
Carley Cummins—Volunteer Connection

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

OPEN BIDS FOR HIGHWAY DEPARTMENT AT 10:00—Service Truck

- (1) Approval for Chairman to sign School Resource Officer (SRO) Agreement between the Board of Education and the Sheriff—Chair Bertha McElrath
- (2) Approval to rescind the Wellness Resolution—Chair Bertha McElrath
- (3) Approval for the Commission to absorb the 3.5% employee Health Insurance—Chair Bertha McElrath
- (4) Approval for Chairman to sign Landfill Agreement between Coosa County and John Boswell, d/b/a J&J Construction—Chairman Bertha McElrath and John Kelley Johnson
- (5) Approval for the Courthouse to be closed December 26—Commissioner Lamar Daugherty
- (6) Approval for the Chairman to sign the Proclamation for Farm-City Week, November 17-23, 2023--Revenue Commissioner Debra Lamberth

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

STAFF REPORTS

Administrator

Attorney

EMA

EMS

Courthouse Maintenance

Engineer

Safety Coordinator

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

MINUTES**COOSA COUNTY COMMISSION****NOVEMBER 14, 2023****9:00 A.M.****CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE NOVEMBER 14, 2023 WITH CHAIR BERTHA K. MCELRATH PRESIDING.

COMMISSION ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION WAS GIVEN BY CHAIR-BERTHA MCELRATH. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

APPROVE AGENDA

MOTIONED TO APPROVE THE AGENDA BY VICE-CHAIRMAN LAMAR DAUGHERTY. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

APPROVAL OF MINUTES AND WAIVER OF READING MINUTES

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE THE MINUTES AND WAIVER OF READING MINUTES FOR 10/11 AND 10/23. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

CONSENT AGENDA

MOTIONED BY VICE-CHAIRMAN 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

OPEN BIDS FOR HWY-SERVICE TRUCK

MOTIONED BY COMMISSIONER RONNIE JOINER TO ACCEPT THE BID FROM RIVERSIDE CHEVROLET IN THE AMOUNT OF \$58,723.50 FOR THE SERVICE TRUCK AT THE HWY DEPARTMENT. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

NEW BUSINESS

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE FOR CHAIR-BERTHA MCEL RATH TO SIGN SCHOOL RESOURCE OFFICER (SRO) AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE SHERIFF'S OFFICE. SECONDED BY COMMISSIONER JOHN FORBUS.
UNANIMOUSLY APPROVED

STATE OF ALABAMA)

)

COUNTY OF COOSA)

AGREEMENT

This Agreement is made and entered into by and between the COOSA COUNTY COMMISSION ("COOSA"); THE COOSA COUNTY BOARD OF EDUCATION ("BOARD"); and MICHAEL HOWELL, SHERIFF OF COOSA COUNTY ("SHERIFF"); in consideration of the mutual terms and conditions as contained herein.

WITNESSETH

For and in consideration of the mutual promises, terms, covenants and conditions set forth herein, the parties agree as follows:

- 1) Purpose of Agreement. The purpose of this Agreement is for the Sheriff to assign a Deputy as "School Resource Officer" (SRO) to provide law enforcement services as specified herein. The Deputy will work with the school personnel in maintaining a safe campus environment, serving as a law enforcement problem-solving resource person, providing the appropriate response regarding on-campus or school related criminal activity, and providing alcohol and other drug education.
- 2) Term. The term of this Agreement shall be from October 01, 2023 until September 30, 2024 (FY 2024). During days that school is not in session, the Deputy shall perform regular duties at a duty station as determined by the Sheriff.
- 3) Relationship of Parties. The Sheriff and the assigned Deputy shall have the status of an independent contractor for the purposes of this Agreement. The Deputy assigned to the Coosa County Central School System (School) shall be considered to be an employee of the Sheriff and shall be subject to current procedures in effect for Sheriff's Deputies, including attendance at all mandated training and testing to maintain state law enforcement certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.
- 4) Consideration. The parties mutually agree as follows:
 - A) It will greatly benefit the citizens of Coosa County if an SRO is made available to provide full time law enforcement protection and assistance to the School;
 - B) Each agrees to provide a portion of the necessary funding required to hire and retain an additional Deputy Sheriff for Coosa County to enable the placement of an SRO at the School; and
 - C) The Sheriff's Deputy is employed by Coosa County and assigned to all educational facilities within Coosa County, and serves in the capacity of SRO.

- 5) Officer Responsibilities. The Deputy assigned to the School shall:
- A) Provide informational in-service and be a general resource for the staff on issues related to safety and security, alcohol and other drugs, violence prevention and gangs; weapons.
 - B) Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
 - C) Refer students and/or their families to the appropriate agencies for assistance when a need is determined;
 - D) When a crime occurs, the Deputy will take the appropriate steps consistent with an Alabama law enforcement officer's duties;
 - E) Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campus;
 - F) Unless in the Deputy's opinion circumstances prevent it, the Deputy will attempt to advise the school principal prior to taking legal action, subject to the Deputy's duties under the law;
 - G) The Deputy will present educational programs to students and school staff on topics agreed upon by both parties; and
 - H) The SRO shall not act as a school disciplinarian, nor make recommendations regarding school discipline.
- 6) Board Responsibilities. The Board will provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
- A) An air-conditioned/heated and properly lighted, centrally located private office;
 - B) A desk with drawers, chair, work table, filing cabinet, and office supplies;
 - C) A computer with access to limited student files and the Internet; and
 - D) Accessibility to all educational facilities.
- 7) Sheriff's Responsibilities. The Sheriff will provide the following materials, which are deemed necessary to the performance of the SRO's duties:
- A) An equipped, maintained, marked patrol vehicle; and
 - B) Such classes/tests as are required to maintain law enforcement certification.
 - C) In the absence of the SRO, the sheriff will make every effort to provide onsite law

enforcement personnel.

- 8) Time and Place of Performance. The Sheriff will endeavor to have a Deputy available for duty at School each day that the school is in session during the regular school year. The SRO's activities will be restricted to the school grounds except for:
- A) Follow up home visits when needed as a result of school related student problems;
 - B) School related off-campus activities when officer participation is requested by the principal and approved by the Sheriff and/or the Board;
 - C) In response to off-campus, but school related criminal activity; and
 - D) In response to emergency law enforcement activities.
- 9) Funding. Funding for said Deputy assigned as SRO shall be based on the following amounts to be paid by the parties for the 2023 - 2024 fiscal year budget period.

BOARD----- \$42,135.94

SHERIFF----- \$21,067.97

- A) Each party shall pay its pro rata portion of funding to Coosa County to cover the costs for the fiscal year for Deputy Sheriff assigned as the SRO.
- B) The parties specifically agree and understand that this pro rata funding for Deputy Sheriff shall not extend past September 30, 2024.

Executed this 14th day of November, 2023.

COOSA COUNTY COMMISSION

By: Bertha Kelly McElrath
Bertha Kelly McElrath, Chairman

COOSA COUNTY BOARD OF EDUCATION

By: David Stover
David Stover, Superintendent

SHERIFF OF COOSA COUNTY

By: Michael Howell
Michael Howell, Sheriff

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE TO RESCIND THE WELLNESS RESOLUTION. SECONDED BY VICE-CHAIRMAN LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE FOR THE COMMISSION TO ABSORB THE 3.5% INCREASE ON THE EMPLOYEE HEALTH INSURANCE. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIRMAN LAMAR DAUGHERTY TO APPROVE FOR CHAIR-BERTHA MCELRATH TO SIGN LANDFILL AGREEMENT BETWEEN COOSA COUNTY AND JOHN BOSWELL, D/B/A J&J CONSTRUCTION. SECONDED BY COMMISSIONER RONNIE JOINER.
UNANIMOUSLY APPROVED

STATE OF ALABAMA)

COUNTY OF COOSA)

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have executed this agreement on this the 14th day of November, 2023.

COOSA COUNTY, a body corporate

by: Bertha K McElrath
BERTHA K. McELRATH, Chairman
Coosa County Commission

JOHN BOSWELL, d/b/a
J & J CONSTRUCTION

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE TO CLOSE THE COURHOUSE ON 4034
DECEMBER 26, 2023. SECONDED BY COMMISSIONER BRANDON DAVIS.
UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIRMAN LAMAR DAUGHERTY TO APPROVE FOR CHAIR-BERTHA
MCEL RATH TO SIGN THE PROCLAMATION FOR FARM-CITY WEEK, NOVEMBER 17-23, 2023.
SECONDED BY COMMISSIONER RONNIE JOINER

**PROCLAMATION FOR COOSA COUNTY
ALABAMA FARM-CITY WEEK
November 17 - 23, 2023**

For nearly 65 years, the American people have joined together during Thanksgiving week to observe Farm-City Week, a time set aside to express gratitude for the bounty with which God has blessed our land. Throughout the week, Americans recognize the hard work and achievements of the farmers, rural townspeople, and city residents who make our nation's agricultural production and distribution system so successful. This cooperation between rural and city dwellers for mutual benefit truly helps to ensure our country's well-being.

America's farmers have provided nutritious food and fiber to sustain our people through many decades of progress. Farmers' productivity has increased steadily, thanks largely to their initiative in supporting and adopting science-based methods and materials. Because of this productivity, American farmers are able to meet the needs of our nation and a growing world.

American agriculture, and the many service industries that depend upon it, is a story of extraordinary labor creating extraordinary abundance. The American farmer has an impact on every aspect of life, from big cities to small towns and all routes in between. At this time of year, it is only fitting that all Americans offer a special sign of thanks to those who grow, harvest, and bring the fruits of sun, seed, and soil to our nation's tables.

NOW, THEREFORE, I, Bertha McElrath, Chairperson of the Coosa County Commission, by virtue of the authority vested in me do hereby, proclaim the week of November 17 through November 23, 2023, as ALABAMA FARM-CITY WEEK. I call upon all citizens of Coosa County to join with citizens across this great State in recognizing the accomplishments of our productive farmers, who work diligently to create abundance, wealth and strength for our County, State and Nation.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of November in the year of our Lord two thousand twenty-three.

Bertha K McElrath
Bertha McElrath, Chairperson

OLD BUSINESS

MOTIONED BY VICE-CHAIRMAN LAMAR DAUGHERTY TO TABLE FOR THE SHERIFF'S OFFICE TO PURCHASE MATERIALS TO BUILD AND SHEETROCK WALLS, INSULATION, AND DROP CEILING MATERIALS. SECONDED BY CHAIR-BERTHA MCEL RATH. UNANIMOUSLY APPROVED

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

MOTION TO ADJOURN

MOTIONED BY COMMISSIONER JOHN FORBUS TO ADJOURN. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 12TH DAY OF DECEMBER, 2023.

CHAIR-BERTHA MCEL RATH

VICE-CHAIRMAN LAMAR DAUGHERTY

RONNIE JOINER

JOHN FORBUS

BRANDON DAVIS