

AGENDA
COOSA COUNTY COMMISSION
October 10, 2023
9:00 a.m. Commission Meeting
Commission 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

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

Steel pipe, Limestone, Granite, Liquid Asphalt, Gas/Diesel fuel, Dump trucks, lowboy truck, motor grader, pot hole patcher, and zipper

- (1) Approval of four month Lease extension between BOE and the Commission for the County Extension Office to remain in the Coosa Central school—Chair Bertha McElrath
- (2) Approval for Digitization of Records to be bid—Probate Judge Dean
- (3) Approval of Electronic Recording Memorandum of Understanding—Probate Judge Dean
- (4) Approval of CSC and EPN Recording Memorandum of Understanding Agreement—Probate Judge Dean
- (5) Approval for Forever Wild payment—Revenue Commissioner Debra Lamberth
- (6) Approval of the amended Sheriff, Jail, and Security Guard's budget—Chair Bertha McElrath
- (7) Approval of Appropriations for FY 24—Chair Bertha McElrath
- (8) Discuss of tax abatement extension for Westwater Project—Denise Walls, Executive Director, Lake Martin Area Economic Development Alliance
- (9) Discuss Armory in Goodwater-- Denise Walls, Executive Director, Lake Martin Area Economic Development Alliance
- (10) Approval for a lease agreement between Equality Methodist Church, a non-profit corporation and the Coosa County a body corporate. Attorney Johnson
- (11) Approval for a lease agreement between Goodwater Fire Department, INC., a non-profit corporation and the Coosa County, a body corporate. Attorney Johnson

- (12) Approval of Resolution for new voting places to be effective upon execution of leases of the Equality and Goodwater voting places. Attorney Johnson
- (13) Approval for Sheriff to have Henderson Glass expand the Sheriff's Office Lobby. Paid out of the Capital Improvement Fund. Quote for \$9397.00. Sheriff Howell
- (14) Approval for the Sheriff to purchase materials to create walls and remodel lobby port to accommodate growth of Sheriff's Office. Purchase materials to build walls and sheetrock. Also, to purchase insulation and drop ceiling. Purchased through Capital Improvement Fund. Sheriff Howell
- (15) Approval for Sheriff to apply for Community Traffic Safety Program (CTSP) grant through ADECA. Sheriff Howell
- (16) Approval for sheriff to apply for Edward Byrne Memorial Justice Assistance Grant (Byrne JAG), up to \$50,000.00 with no matching funds. Sheriff Howell

OLD BUSINESS

STAFF REPORTS

Administrator

Attorney

EMA

EMS

Courthouse Maintenance

Engineer

Safety Coordinator

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

MINUTES**COOSA COUNTY COMMISSION****OCTOBER 10, 2023****9:00 A.M.****CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE OCTOBER 10, 2023 WITH CHAIRMAN BERTHA K. MCEL RATH PRESIDING.

COMMISSION ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

AMEND AGENDA

MOTIONED TO AMEND AND APPROVE THE AGENDA BY VICE-CHAIR LAMAR DAUGHERTY. TO ADD TO THE AGENDA THE ARC GRANT FOR PUBLIC HEARING. 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. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

CONSENT AGENDA

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

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE FOUR MONTH LEASE EXTENSION BETWEEN BOE AND THE COMMISSION FOR THE COUNTY EXTENSION OFFICE TO REMAIN IN THE COOSA CENTRAL SCHOOL. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

Coosa County Board of Education

David W. Stover, Jr.

73 Nixburg Road
PO Box 37
Rockford, AL 35136
Telephone (256)377-4913 · Fax (256)377-2385
Email: dws.superintendent@coosaschools.org
Website: <http://coosaschools.org>

Superintendent

September 29, 2023

Coosa County Commission
Attn: Bertha K. McElrath
9709 US Hwy 231
P.O. Box 10
Rockford, AL 35136

Dear Mrs. McElrath:

At its meeting on September 28, 2023, the Coosa County Board of Education approved the lease extension between the Board and Coosa County Commission for the "old" Central High School Office Area. Please sign the enclosed copy and return to the Board office.

We are glad you are able to provide educational programs to our county, and our system looks forward to working with you. If I can be of any assistance in your endeavor, please contact me.

Sincerely,



David W. Stover
Superintendent

STATE OF ALABAMA)
)
COUNTY OF COOSA)

LEASE EXTENSION

The term of the lease between the Coosa County Board of Education and Coosa County Commission attached hereto extended for four months in length upon the same terms and conditions in the original lease.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereby execute this agreement on the 01 day of October 2023.

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

By:


DAVID STOVER

Its Superintendent of Education

COOSA COUNTY COMMISSION (LESSEE)

By:


BERTHA K. McELRATH

Its Chairman

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE FOR DIGITIZATION OF RECORDS
IN THE PROBATE OFFICE TO BE BID. SECONDED BY COMMISSIONER JOHN FORBUS.
UNANIMOUSLY APPROVED



The Key To Document Recording

ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated October 10, 2023, is between eRecording Partners Network, LLC, a Minnesota limited liability company, with a corporate office located at 6111 W. Plano Parkway, Suite 3800, Plano, Texas 75093 ("ePN") and Coosa ("County") with an address of 99709 US Hwy 231 (PO Box 218) Rockford, AL 35136.

ePN offers a national electronic recording service to function as a trusted third party for title insurance companies, attorneys, mortgage bankers, full-service banks and other trusted entities to submit electronic documents to government entities for recording.

County desires to offer recording of real property documents by electronic transmission in substitution for conventional paper-based documents ("Electronic Recording") and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

Program Eligibility

Title insurance companies, attorneys, mortgage bankers, full-service banks and other trusted entities may directly or through a trusted third-party provider submit real property records for electronic recording. Electronic recordation pursuant to state law mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties to the Electronic Recording transaction desire to operate and maintain a secure recording system which provides some safeguards for interested parties to the Electronic Recording from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between ePN and the County to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording to ePN or any of its licensees.

County Requirements

The Electronic Recording Program of the County is defined by the requirements attached to this Memorandum of Understanding.



- **Attachment A** contains the County address and contact information.
- **Attachment B** contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment. ePN acknowledges that County will reject and return any transactions that do not meet the document and indexing specifications.
- **Attachment C** contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the Electronic Recording transactions. If the County system causes delays or power failures that interfere with the normal course of business, the County will notify ePN with a choice of using a courier service or waiting until the problem has been remedied.
- **Attachment D** provides the payment instructions for the Electronic Recording program. This form provides the account information for ePN to deposit payments via ACH into the County bank account.

ePN Responsibilities

ePN acknowledges that Electronic Recording permits it and/or its licensees to prepare, sign and/or transmit in electronic formats documents and business records. The document or record shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents. Where the document or record bears a digital or electronic signature, said document or record shall be given the same presumption of validity as paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, ePN and/or its licensees intend to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, ePN and/or its licensees intend to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

General Terms

The County will not incur any liability for the information electronically transmitted by ePN and/or its licensees. Should a dispute or legal action arise concerning an electronic transaction, the County



will be held harmless and not liable for any damages which may be awarded against ePN. ePN does not agree to indemnify County for actions or inactions of the County, including any damages awarded against the County for its own acts or omissions. Further, ePN does not agree to provide legal representation for the County for any actions brought against the County related to any Electronic Recording.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording. Neither ePN nor the County shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

ePN and the County will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

The County recognizes in many Electronic Recording transactions, ePN's licensees will be utilizing ePN's electronic recording solution and ePN will not be the actual entity recording the document or record. In the case of a dispute related to the authenticity of a document or record presented in an Electronic Recording transaction by one of ePN's licensees, the County agrees to not suspend or disable all of ePN's access to the Electronic Recording Program, but, rather, agrees to notify ePN of the issue so the access of the licensee may be suspended or disabled as required by the County. ePN will not be liable for defective documents or records recorded by its licensees while utilizing the Electronic Recording Program.

Either party may terminate this Memorandum of Understanding for any reason by providing thirty (30) days written notice of termination.

ePN Contact Information:

Pamela Trombo
Vice President, Product
888-325-3365 ext. 11240
Pam@GOePN.com

ePN Support
888-325-3365 ext. 1
Support@GOePN.com

ePN Accounting
888-325-3365
Accounting@GOePN.com



4018

Agreed and Accepted:

eRecording Partners Network

County of:

Signature

Coosa

Name:

Bertha K McElrath

Signature

Title:

Bertha K McElrath

Date:

Commission Chair

10/12/23

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE CSC AND EPN RECORDING
MEMORANDUM OF UNDERSTANDING AGREEMENT. SECONDED BY COMMISSIONER JOHN
FORBUS. UNANIMOUSLY APPROVED



CSC Memorandum of Understanding Agreement

Prepared for: Coosa County, AL

Prepared by:

Joe DeLuca
National Account Manager

Prepared on:

June 27, 2023

CSC® 251 Little Falls Drive Wilmington, DE 19808-1674

Phone: 302-232-3725

Fax: 302-636-5454

Web: cscglobal.com

Contents of this proposal are confidential and are presented for the exclusive use of
Coosa County, AL.

CSC Memorandum of Understanding Agreement

THIS MEMORANDUM OF UNDERSTANDING, dated June 27, 2023, (this "MOU") is between the Coosa County, AL Government Recording Office ("GRO") with its principal offices located at 9709 US Hwy 231 Main Street, Rockford, Alabama, 35136, and Corporation Service Company ("CSC"), a Delaware corporation with principal offices located at 251 Little Falls Drive, Wilmington, DE 19808.

The parties acknowledge that Electronic Recording permits its customers ("Submitters") to prepare and sign documents, transmit them in electronic format, and that the transmitted electronic likeness of the original documents can be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, the original paper documents.

For purposes of this MOU, Electronic Recording ("E-Recording") is the electronic submission of documents from CSC to GRO for which GRO will provide CSC an electronic receipt.

Therefore, the parties agree to the following:

GRO's Responsibilities:

GRO shall promptly notify CSC of any material changes to recording requirements or any changes to recording fees.

GRO shall examine the electronic documents and indexing information, and complete the recording process using the electronic documents (the "E-files"). GRO acknowledges that Submitter provides indexing data for convenience and that such indexing data is not required for the E-Recording of documents. GRO shall not reject a document based on the indexing information unless the incorrect indexing information prevents GRO from verifying the document image or correctly calculating the recording fees.

GRO shall monitor the documents received and recorded through E-Recording in an effort to ensure document integrity.

GRO shall test and maintain E-Recording software and hardware required to operate the E-Recording capability. GRO, however, shall be held harmless for any damages resulting from software or equipment failure.

GRO shall apply the same level of diligence in handling E-files as those submitted via hard copy. Documents received on any business day after 5pm local time may be processed the next business day and in the order they were received.

GRO shall not void a document after recording except when required by law and shall immediately notify CSC when GRO voids a recorded document.

CSC's Responsibilities:

CSC shall work to ensure that security measures and credentials implemented are protected from unauthorized access, including by utilizing unique credentials for Submitters.

CSC shall maintain an electronic audit trail of all activity.

CSC shall be responsible for supporting any technical issues associated with E-Recording through their submitting software program. CSC is solely responsible for any and all costs of the system or services that enable CSC to meet the E-Recording program requirements.

CSC will email a daily report to GRO each evening detailing the documents recorded that day and the associated recording fees owed by Submitters ("ePay Report"). Recording fees will be paid daily via ACH by CSC for the E-Files recorded on the prior business day.

General Understanding:

GRO will not incur any liability for the E-files transmitted by CSC to GRO.

GRO will not incur any liability for any breach of security, fraud or deceit as a result of E-Recording.

Neither party shall be liable to the other for (i) any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the E-Recording transmission or receipt; (ii) any failure to perform processing of the E-files where such failure results from any act of God or other cause beyond the party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the E-Recording transactions.

The parties will attempt in good faith to resolve claims arising out of or relating to E-Recording either through negotiation or mediation prior to initiating litigation.

The parties acknowledge that the electronic recording process is an emerging technology and that state and national standards will continue to evolve. To further the technology and the E-Recording process, all parties agree to meet to discuss changes and additions to this MOU.

This MOU shall not be deemed to create a partnership between CSC and GRO in their respective endeavors, nor cause them to be considered members of any joint enterprise.

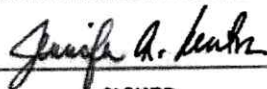
ENTIRE AGREEMENT. Except as expressly provided otherwise herein, this MOU, together with Attachment A, Technical Specifications, and Attachment B, Contact Information, represents the entire agreement between the parties.

TERMINATION. Either party may terminate this MOU without cause with 30 days written notice to the other party. CSC remains responsible for payment of fees for the filing and recordation of documents prior to the effective date of termination.

NO WARRANTIES/RELEASE OF LIABILITY. Absent gross negligence or willful misconduct, CSC agrees to release the GRO from any liability in connection with the E-Recording of documents under this MOU. Parties to E-Recording understand that there are no warranties, express or implied, in connection with such transactions or E-files.

GOVERNING LAW. Without regard to state conflict of law provisions, the parties agree that this MOU shall be governed by the laws of the state in which the E-files are recorded, as if this MOU were a contract wholly entered into and wholly performed within that state. Any action to enforce this MOU or any matter related to this MOU shall be brought in any federal or state court within the state in which the E-files are recorded.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

CORPORATION SERVICE COMPANY

SIGNED

Jennifer Kenton

PRINT NAME

Executive Vice President

TITLE

June 27, 2023

DATE

COOSA COUNTY, AL

SIGNED

Bertha K McElrath

PRINT NAME

Commission chair

TITLE

10/12/23

DATE

4020

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE SHERIFF, JAIL AND SECURITY GUARD'S BUDGET OF \$38,995. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE THE SHERIFF, JAIL AND SECURITY GUARD'S BUDGET OF \$38,995. SECONDED BY COMMISSIONER BRANDON DAVIS. CHAIR BERTHA K. MCEL RATH AND VICE-CHAIR LAMAR DAUGHERTY VOTED NO. APPROVED

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE THE APPROPRIATIONS FOR FY24. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

Appropriations requested		
Coosa County Soil & Water Conservation	\$1, 500.00 ***	0
BOE	7,125.00 ***	0
Extension Office	15,000.00	\$10,000.
4-H	1,000.00	\$ 1,000.
Volunteer Connections of Central AL	Any Financial Support	
DHR	2200.00	
Talla Coosa Aid to People	750.00	
Goodwater Youth Development	1,500.00	\$ 700.
Coosa County Health Department	10,000.00	\$ 1,000.
*** Commission did not approve appropriations FY23		
Total appropriations requested	\$39,075.00 + any amount for VCCA	
DUES		
Coosa Valley RC&D annually		\$ 750.00
East Alabama RC&D billed quarterly		\$ 5,622.00
Lake Martin Alliance billed quarterly		\$ 29,381.00

Appropriations and Budget amendment

1 message

Amy Gilliland <1coosacountyadm@gmail.com>

Thu, Sep 28, 2023 at 9:38 PM

To: Bertha Kelly <kellybertham3@gmail.com>, Brandon Davis <bdavis1986@yahoo.com>, Lamar Daugherty <Ldaugherty4201@charter.net>, John Forbus <john@1xrpm.com>, Ronnie Joiner <ronnie.joiner54@yahoo.com>, "John K. Johnson" <jkj@jkjohnsonpc.com>, Coosa AR <coosahill@gmail.com>, Coosa County <coosacomm22@gmail.com>

Please approve the Sheriff's budget amendment at the October 10 meeting.
Line item 104 Uniforms will be reduced from \$6500. to \$4000.

Raises will be reflected on the excel sheet that the sheriff created. He went above the amount for raises, so I made the adjustments accordingly.

To be fair to all part-time employees, I have adjusted the part-time investigators raise down from \$1 to (20)
Part time investigators should not receive as much as the full time deputies.

Please see my suggestions for raises. I have reduced raises by \$4100 to get his budget more inline with available funds. Please see my notes concerning Logan Mithell. He is the deputy that caused an accident at the 4-way stop. The sheriff is offering \$1 per hour to him.....? To me, it is not holding him accountable for his negligence and rewarding his behavior. I would ask John Kelley to weigh in on this, but not in the open meeting--maybe via email so that all of you can come to an agreement on how to handle Logan's salary without "targeting" him. It does send a message to the other deputies that you still get a raise when you are negligent.

The approval will just need to be made to "Approve the amended budget for the Sheriff, Jail and security guard departments"...or something to that effect without giving budget details.
Just let Natalie or Agatha know if you have any questions.

On the Appropriations, I am suggesting:

DHR \$1000. dispersed in 2 payments of \$500 each (Dec. and May)
Ext Office \$8000 dispersed in 2 payments of \$4000 each (Dec an May)
4H \$1000 dispersed in 2 equal payments of \$500 each (Dec and May)
Goodwater Youth \$500
Health Dept. \$4000 dispersed in 2 equal payments of \$2000 each

We cannot afford the requested \$41,000 and this is the absolute best that we can afford.
If you would like to make any adjustments to the amounts, that is fine, but we cannot pay anymore than is listed.

The added insurance costs and EMS department is affecting the appropriations this year.

** sorry if the scanned documents are sideways...you'll have to turn them clockwise on your settings.

Thanks!
Amy

--
Amy Gilliland, Administrator
Coosa County
1coosacountyadm@gmail.com
256-377-1350

DISCUSS ARMORY IN GOODWATER, DENISE WALLS, EXECUTIVE DIRECTOR, LAKE MARTIN AREA
ECONIMICE DEVELOPMENT ALLIANCE

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE OF A LEASE AGREEMENT
BETWEEN EQUALITY METHODIST CHURCH, A NON-PROFIT CORPORATION AND THE COOSA
COUNTY A BODY CORPORATE. SECONDED BY COMMISSIONER JOHN FORBUS.

UNANIMOUSLY APPROVED

STATE OF ALABAMA)

LEASE AGREEMENT FOR VOTING PLACE

COUNTY OF COOSA)

THIS LEASE AGREEMENT is entered into this 8th day of October, 2023,
by and between the **EQUALITY METHODIST CHURCH, a non-profit corporation**, hereinafter referred
to as "Lessor", and **COOSA COUNTY, a body corporate**, hereinafter referred to as "Lessee".

ARTICLE 1. LEASED PROPERTY

Lessor does hereby lease unto the Lessee and the Lessee hereby leases from Lessor that
certain portion of the real property located at 281 Alabama Highway 259, Equality, Alabama 36026, known
as the "Equality Methodist Church Fellowship Hall", on the days and for the purpose stated herein.

ARTICLE 2. TERM

The term of this lease shall be for a period of ten (10) years beginning upon the date of
execution of this Lease agreement and ending ten (10) years thereafter, provided, however, that either Party
may cancel this lease agreement by giving written notice to the other Party at least six (6) months prior to
the date of the next upcoming election.

ARTICLE 3. RENT

The Lessee agrees to pay the Lessor as rental for said premises, the sum of Twenty-Five and
NO/100 Dollars (\$25.00) for each election where voting is conducted upon said leased premises.

ARTICLE 4. PURPOSE

Lessor and Lessee understand and agree that the purpose of this Lease is to provide a location
for a polling place for all elections held within Coosa County, Alabama, whether primary, general, or
special, or federal, state, district, or county.

ARTICLE 5. REPAIRS, ALTERATIONS, IMPROVEMENTS, UTILITIES

- 5.01 Lessor agrees to keep the leased premises in good order and repair;
- 5.02 Lessor agrees to be responsible for all utilities serving said premises including the cost
therefore.

ARTICLE 6. FURTHER ASSURANCES

- 6.01 Lessee has inspected the portion of the leased premises to be used as a voting place and found it to be suitable for use for the purpose stated herein;
- 6.02 Lessor shall provide the Lessee the use of said portion of the leased premises to be used as a voting place for a minimum of three (3) days for each election, the day of said election, the day prior and the day following;
- 6.03 Lessee shall return said leased premises to the Lessor following each use in as good or better condition than existed at the beginning of said use.

ARTICLE 7. WASTE AND NUISANCE

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

ARTICLE 8. ASSIGNMENT AND SUBLEASE

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

ARTICLE 9. MISCELLANEOUS

- 9.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Lessor: **EQUALITY METHODIST CHURCH**
281 Alabama Highway 259
Equality, Alabama 36026

Lessee: **COOSA COUNTY**
P. O. Box 10
Rockford, Alabama 35136

- 9.02 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors and assigns.

9.03 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.

9.04 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.

9.05 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 duly executed by the parties hereto.

9.06 The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.07 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

9.08 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

9.09 Time is of the essence in this agreement.

9.10 Lessee covenants with the Lessor that should it take possession of the leased premises described herein prior to the beginning of the term as provided, the Lessee shall be under all obligations imposed by this lease as stated herein.

9.11 Lessee covenants and agrees to indemnify and hold harmless the Lessor from any and all claims, demands, expenses of every kind, suits, actions, judgments and recoveries from or on account of damages to the property or injuries (including death) to persons caused by or arising from the use of occupancy of said premises.

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

WITNESS:

Pam Weathers
(Sign Name)
Pam Weathers
(Print Name)

LESSOR:**EQUALITY METHODIST CHURCH, a non-profit corporation**

by: 
RICHARD M. DEAN, Board Chairman

ATTEST:


AMY GILLILAND
County Administrator

LESSEE:**COOSA COUNTY, a body corporate**

by: 
BERTHA K. MCELRATH
Chairman

STATE OF ALABAMA)

COUNTY OF COOSA)

LEASE AGREEMENT FOR VOTING PLACE

THIS LEASE AGREEMENT is entered into this 30 day of November, 2023,
by and between the **GOODWATER FIRE DEPARTMENT, INC., a non-profit corporation**, hereinafter
referred to as "Lessor", and **COOSA COUNTY, a body corporate**, hereinafter referred to as "Lessee".

ARTICLE 1. LEASED PROPERTY

Lessor does hereby lease unto the Lessee and the Lessee hereby leases from Lessor that
certain portion of the real property located at 33 Depot Circle, Goodwater, Alabama, 35072, on the days and
for the purpose stated herein.

ARTICLE 2. TERM

The term of this lease shall be for a period of ten (10) years beginning upon the date of
execution of this Lease agreement and ending ten (10) years thereafter, provided, however, that either Party
may cancel this lease agreement by giving written notice to the other Party at least six (6) months prior to
the date of an upcoming election.

ARTICLE 3. RENT

The Lessee agrees to pay the Lessor as rental for said premises, the sum of Twenty-Five and
NO/100 Dollars (\$25.00) for each election where voting is conducted upon said leased premises.

ARTICLE 4. PURPOSE

Lessor and Lessee understand and agree that the purpose of this Lease is to provide a location
for a polling place for all elections held within Coosa County, Alabama, whether primary, general, or
special, or federal, state, district, or county.

ARTICLE 5. REPAIRS, ALTERATIONS, IMPROVEMENTS, UTILITIES

5.01 Lessor agrees to keep the leased premises in good order and repair;

5.02 Lessor agrees to be responsible for all utilities serving said premises including the cost
therefore.

ARTICLE 6. FURTHER ASSURANCES

- 6.01 Lessee has inspected the portion of the leased premises to be used as a voting place and found it to be suitable for use for the purpose stated herein;
- 6.02 Lessor shall provide the Lessee the use of said portion of the leased premises to be used as a voting place for a minimum of three (3) days for each election, the day of said election, the day prior and the day following;
- 6.03 Lessee shall return said leased premises to the Lessor following each use in as good or better condition that existed at the beginning of said use.

ARTICLE 7. WASTE AND NUISANCE

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

ARTICLE 8. ASSIGNMENT AND SUBLEASE

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

ARTICLE 9. MISCELLANEOUS

- 9.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Lessor: **GOODWATER FIRE DEPARTMENT, INC.**
P. O. Box 93
Goodwater, Alabama 35072

Lessee: **COOSA COUNTY**
P. O. Box 10
Rockford, Alabama 35136

9.02 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors and assigns.

9.03 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.

9.04 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.

9.05 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 duly executed by the parties hereto.

9.06 The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.07 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

9.08 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

9.09 Time is of the essence in this agreement.

9.10 Lessee covenants with the Lessor that should it take possession of the leased premises described herein prior to the beginning of the term as provided, the Lessee shall be under all obligations imposed by this lease as stated herein.

9.11 Lessee covenants and agrees to indemnify and hold harmless the Lessor from any and all claims, demands, expenses of every kind, suits, actions, judgments and recoveries from or on account of damages to the property or injuries (including death) to persons caused by or arising from the use of occupancy of said premises.

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

ATTEST:

Shemekia Williams

LESSOR:

**GOODWATER FIRE DEPARTMENT, INC.,
a non-profit corporation**

by: *Elmore Unbehant*

**ELMORE UNBEHANT
Chief**

ATTEST:

Amy Gilliland

**AMY GILLILAND
County Administrator**

LESSEE:

COOSA COUNTY, a body corporate

by: *Bertha K. McElrath*

**BERTHA K. MCELRATH
Chairman**

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE OF A RESOLUTION FOR 2 NEW VOTING PLACES TO BE EFFECTIVE UPON EXECTUON OF LEASE OF THE EQUALITY AND GOODWATER VOTING PLACES. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

STATE OF ALABAMA)
)
COUNTY OF COOSA)

RESOLUTION
COOSA COUNTY COMMISSION
COOSA COUNTY, ALABAMA

WHEREAS, the **COOSA COUNTY COMMISSION** as the County governing body, shall designate the places for holding elections in the precincts established, as provided by *Section 17-6-4, Code of Alabama, 1975*; and

WHEREAS, it has been determined that a change in the places for holding elections in certain precincts located in the County will benefit the voters therein; and

WHEREAS, the Commission has entered into leases with various owners of real property for use as a voting place;

NOW THEREFORE, BE IT RESOLVED, that the Coosa County Commission hereby designates the following locations as the new voting places for the precincts stated herein, to begin with the next election which occurs on March 5, 2024 and continuing thereafter for each subsequent election unless changed by this Commission:

<u>PRECINCT:</u>	<u>CURRENT VOTING PLACE:</u>	<u>NEW VOTING PLACE:</u>
1. 0108 and 0111	Equality United Methodist Church New Fellowship Hall 281 AL. Hwy. 259 Equality, Alabama 36026	Equality Methodist Church Fellowship Hall 281 AL Highway 259 Equality, Alabama 36026
2. 0401 and 0404	City of Goodwater, Alabama Goodwater Community Center 22012 AL. Highway 9 Goodwater, Alabama 35072	Goodwater Fire Department, Inc 33 Depot Circle Goodwater, Alabama 35072

BE IT FURTHER RESOLVED, that the County Administrator is hereby directed to file a copy of this Resolution with the Judge of Probate and with the Board of Registrars for said county and shall also post the list of voting places at the County Courthouse.

PASSED and ADOPTED this 18th day of October, 2023.

ATTEST:

Amy Gilliland
Amy Gilliland, County Administrator

COOSA COUNTY COMMISSION:

By: Bertha K. McElrath
Bertha K. McElrath, Chairman

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO AMEND AND APPROVE THE AMOUNT FROM \$9,397.00 TO \$11,890.00 FOR SHERIFF TO HAVE HENDERSON GLASS EXPAND THE SHERIFF'S OFFICE LOBBY AND TO BE PAID OUT OF THE CAPITAL IMPROVEMENT FUNDS. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO TABLE FOR THE SHERIFF TO PURCHASE MATERIALS TO CREATE WALLS AND REMODEL SALLY PORT TO ACCOMMODATE GROWTH OF SHERIFF'S OFFICE UNTIL NOVEMBER 14TH MEETING. PURCHASE MATERIALS TO BUILD WALLS AND SHEETROCK. ALSO, TO PURCHASE INSULATION AND DROP CEILING. PURCHASED THROUGH CAPITAL IMPROVEMENT FUND. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS THE APPROVAL FOR SHERIFF TO APPLY FOR COMMUNITY TRAFFIC SAFETY PROGRAM (CTSP) GRANT THROUGH ADECA. SECONDED BY COMMISSIONER BRADON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER BRADON DAVIS THE APPROVAL FOR SHERIFF TO APPLY FOR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (BYRNE JAG), UP TO \$50,000.00 WITH NO MATCHING FUNDS. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER RONNIE JOINER TO ADD TO THE AGENDA THE ARC GRANT. SECONDED BY CHAIR BERTHA MCEL RATH. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE OF THE PUBLIC HEARING FOR THE ARC GRANT. SECONDED BY COMMISSIONER BRADON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO ADD TO THE AGENDA THE REMODEL FOR SHERIFF SALLY PORT. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE THE REMODEL OF THE SALLY PORT AT THE SHERIFF OFFICE. MOTION FAILED.

OLD BUSINESS

MOTION TO RECESS

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO RECESS UNTIL OCTOBER 23, 2023 @4:30 P.M. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 14TH DAY OF NOVEMBER, 2023.

CHAIRMAN BERTHA MCELRATH

VICE-CHAIR LAMAR DAUGHERTY

RONNIE JOINER

JOHN FORBUS

BRANDON DAVIS