

**AGENDA**  
**COOSA COUNTY COMMISSION**  
**February 10, 2026**  
**9:00 a.m. Commission Courtroom**

**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**

- (1) Coosa Riverkeeper, Justinn Overton, requests the Coosa County Commission to help promote the Coosa River Economic Impact Study—Commissioner John Forbus
- (2) Approve the six-year appointment of Charles McEwen to the Stewartville Water Authority Board beginning March 2026 —Chair Lamar Daugherty
- (3) Discuss Legislative Report—Chair Lamar Daugherty
- (4) Approve Commissioners signing a letter of support for the town of Kellyton in their efforts to block the quarry from coming into their community—Commissioner John Forbus
- (5) Approve adding 15 Ton weight limit restriction signage to CR 46, CR 87, and CR 50—Commissioner John Forbus
- (6) Approval to purchase 3- 2026 Chevrolet Silverado 1500 trucks for \$132,047.01—Engineer Tad Eason
- (7) Approval to bid a paving project on Church Street, Old School Road, & Gin House Road in Kellyton—Engineer Tad Eason
- (8) Approval to bid a striping project on CR 50 in Kellyton—Engineer Tad Eason
- (9) Discuss proposed changes to Coosa County Environmental Fee Schedule—Tim Hatch and Wes Rogers, Alabama Dept of Public Health
- (10) Approve Chair Lamar Daugherty signing the Interagency agreement between the Coosa County Commission and the State of Alabama Department of human Resources—Chair Lamar Daugherty
- (11) Approve appointing Elmore Unbehant to the 911 Board representing the City of Goodwater—EMA Director Sheldon Hutcherson

**OLD BUSINESS**

(1) Approve an appropriation of \$1500.00 to Volunteer Connections of Central Alabama, Inc.—Barbara Maxwell

**STAFF REPORTS**

**Administrator**

**Attorney**

**EMA**

**EMS**

**Courthouse Maintenance**

**Engineer**

**IT**

**Safety Coordinator**

**DISCUSSION ITEMS BY COMMISSIONERS**

**ADJOURN**

**MINUTES  
COOSA COUNTY COMMISSION  
FEBRUARY 10, 2026  
9:00 A.M.**

**CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COMMISSION COURTROOM FEBRUARY 10TH, 2026, WITH CHAIR LAMAR DAUGHERTY PRESIDING.

**COMMISSION ROLL CALL**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

INVOCATION WAS GIVEN BY CHAIR LAMAR DAUGHERTY. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

**APPROVE AGENDA**

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE THE AGENDA. SECONDED BY VICE-CHAIR BRANDON DAVIS. 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 BRANDON DAVIS. UNANIMOUSLY APPROVED

**CONSENT AGENDA**

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

**NEW BUSINESS**

COOSA RIVERKEEPER, JUSTINN OVERTON, REQUESTS THE COOSA COUNTY COMMISSION TO HELP PROMOTE THE COOSA RIVER ECONOMIC IMPACT STUDY.

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MOTIONED BY COMMISSIONER BERTHA MCELRATH TO APPROVE THE SIX-YEAR TERM APPOINTMENT OF CHARLES MCEWEN TO THE STEWARTVILLE WATER AUTHORITY BOARD BEGINNING MARCH 2026. SECONDED BY VICE-CHAIR BRANDON DAVIS. UNANIMOUSLY APPROVED



# Coosa County Commission

P. O. BOX 10  
ROCKFORD, AL 35136  
PHONE (256) 377-1350 • FAX (256) 377-2524

AMY GILLILAND  
ADMINISTRATOR

BERTHA MCELRATH  
DISTRICT 2

RONNIE JOINER  
DISTRICT 4

JOHN FORBUS  
DISTRICT 1

BRANDON DAVIS  
DISTRICT 3

LAMAR DAUGHERTY  
DISTRICT 5

February 10, 2026

Stewartville Water Authority  
65 Coosa County Road 150  
Sylacauga, AL 35151

Stewartville Water Authority Board:

At its regular meeting on February 10, 2026, the Coosa County Commission unanimously voted to approve the six-year appointment of Charles McEwen to the Stewartville Water Authority Board beginning March 2026.

Sincerely,

Amy Gilliland

DISCUSS LEGISLATIVE REPORT- CHAIR LAMAR DAUGHERTY

February 10, 2026

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE THE COMMISSIONERS SIGNING A LETTER OF SUPPORT FOR THE TOWN OF KELLYTON IN THEIR EFFORTS TO BLOCK THE QUARRY FROM COMING INTO THEIR COMMUNITY. SECONDED BY VICE-CHAIR BRANDON DAVIS.  
UNANIMOUSLY APPROVED

Attn: Coosa County Commission  
PO Box 10 Rockford, Al. 35136  
Email: amy.gilliland@coosacountyal.com

It is our understanding that Mr. Tom Baker has officially expressed his desire to open or assist in opening a Rock Quarry in the Kellyton community on Coosa County Road 87. We are writing in opposition and to express our concerns for this type of business being opened in this particular area.


We have very serious and valid concerns should this be allowed to open at this location:

- One of the main concerns we have regarding a rock quarry opening at this location is the close proximity of numerous homes that number close to 23 that would be less than 600 yards from this property, not to mention multiple other homes that are still around the outer bands of this proposed site.
- Quality of the Air we breathe; Fresh Air will become Dust Air. It has been addressed before that other rock quarries are known for the dust that is carried out even miles around the facility. We have several elderly citizens and other citizens that already have respiratory issues which would suffer from these dust particles being carried via air.
- Impact of increase blasting – the close proximity to houses will certainly cause windows to rattle, and the houses will vibrate with each blast, as has been experienced and well documented with other Rock Quarry's as close to residential spaces as this proposal.
- Concern of the damage to the water source that provides life sustaining measures to the many homes and animals within this area.
- The detrimental impact on the Natural Environment, wildlife, and any endangered species that could possibly be near this location. Daily sightings of wildlife and numerous varieties of birds will likely diminish.
- Additional traffic, noise and dust; trucks carrying loads of granite in and out of the proposed site will increase damage to our roads.
- It's our understanding per Mr. Baker that most of the granite will be carried by rail car. With this potentially causing a back up of the train rails that are already running through this area. Should this happen it could hinder businesses from being reached as well as block emergency personal from making calls in a timely manner, with some being life threatening emergencies.
- Foreseeable decrease in property values.

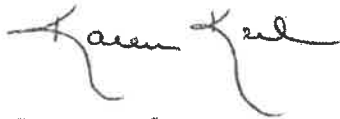
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This letter is being submitted on behalf of the citizens in opposition to the Opening of a Rock Quarry at Coosa County Road 87 in the Kellyton area.

We are humbly asking that each County Commissioner stand with us in opposition to the opening of this rock quarry in the Kellyton area due to the concerns that we have raised. We truly appreciate any support you can lend to help fight this battle that we are in. We also ask that you look into possibly passing taxes for the material that would be pulled from the ground in hopes of maybe changing his mind. We understand that there could possibly be other things that the commission might be able to look into that could possibly assist with blocking this from our community and we would humbly ask that you look into these things.

We would humbly ask that each Commissioner that is willing to stand with us in this attempt to stop this quarry from coming and having such a negative impact on our little community please sign below acknowledging your willingness to stand with us in this fight.

District #1:   
District #2: Bertha Kelly McElrath  
District #3: Brandon Davis  
District #5: Karen Keel

Sincerely,



Karen Keel

On behalf of the many citizens who are opposed to this quarry, locating in our community.

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE ADDING 15 TON WEIGHT LIMIT RESTRICTION SIGNAGE TO COUNTY ROAD 46, COUNTY ROAD 87, AND COUNTY ROAD 50. SECONDED BY VICE-CHAIR BRANDON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE HIGHWAY DEPARTMENT TO PURCHASE 3-2026 CHEVROLET SILVERADO 1500 TRUCKS FOR \$132,047.01. SECONDED BY COMMISSIONER BERTHA MCELRATH. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE TO BID A PAVING PROJECT ON CHURCH STREET, OLD SCHOOL ROAD, & GIN HOUSE ROAD IN KELLYTON. SECONDED BY COMMISSIONER BERTHA MCELRATH. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE TO BID A STRIPING PROJECT ON COUNTY ROAD 50 IN KELLYTON. SECONDED BY VICE-CHAIR BRANDON DAVIS. UNANIMOUSLY APPROVED

February 10, 2026

DISCUSS PROPOSED CHANGES TO COOSA COUNTY ENVIRONMENTAL FEE SCHEDULE. TIM HATCH AND WES ROGERS, FROM THE ALABAMA DEPARTMENT OF PUBLIC HEALTH

MOTIONED BY VICE-CHAIR BRANDON DAVIS TO APPROVE CHAIR LAMAR DAUGHERTY SIGNING THE INTERAGENCY AGREEMENT BETWEEN THE COOSA COUNTY COMMISSION AND THE STATE OF ALABAMA DEPARTMENT OF HUMAN RESOURCES. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

**INTERAGENCY AGREEMENT**

**THIS INTERAGENCY AGREEMENT** (the "Agreement") is hereby entered into by and between the **COOSA COUNTY COMMISSION** (hereinafter referred to as "COUNTY") and the **STATE OF ALABAMA DEPARTMENT OF HUMAN RESOURCES** (hereinafter referred to as "AGENCY"), and is effective on the 1<sup>st</sup> day of October, 2025.

**THIS AGREEMENT** is intended to provide for the reimbursement to the COUNTY for certain lawn care services related to the AGENCY's occupancy of the Coosa County Department of Human Resources building owned by the COUNTY.

**WHEREAS**, the AGENCY is a duly authorized governmental entity operating under the laws of the State of Alabama;

**WHEREAS**, the AGENCY and the COUNTY have agreed to the terms and considerations described herein and both shall perform designated actions hereto described, and to thereafter perform in consideration thereof, the provisions of this agreement; and

**WHEREAS**, funds are available to provide such services as set out in this Agreement;

**NOW, THEREFORE BE IT RESOLVED** in consideration of the above premises and consideration of mutual covenants and agreements contained herein, the AGENCY and the COUNTY, intending to be mutually bound, do hereby agree as follows:

1. **Scope of Services:**

A. The services to be performed hereunder are lawn care services as set forth in **Addendum A**, "Specifications and Job Description", attached hereto and made a part hereof. Subject to the written prior approval of AGENCY, the Contractor may make minor modifications;

2. **Financial Arrangements:**

A. The financial arrangements for this Agreement are set forth in **Addendum B**, attached hereto and made a part hereof, which calls for AGENCY to pay for services, at a pro-rata share of 72% of the total annual bid for lawn care that is approved by the Coosa County Commission.

B. The COUNTY shall submit to the AGENCY, and where required, the appropriate County Department of Human Resources, a certified invoice and required

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supporting documentation, in duplicate, following the end of each month of operation under this Agreement. Said invoice shall indicate actual expenses incurred and shall include other information as required by the AGENCY.

- C. The AGENCY, on receipt of said certified invoice, shall issue payment for services provided during the preceding month or accounting period within fifteen (15) days of its receipt of such invoice.
- D. The COUNTY agrees to submit to the AGENCY all reimbursement claims within thirty (30) calendar days of the end of the Agreement period.
- E. The AGENCY shall have the right to withhold payment or reimbursement to satisfy any financial chargeback made by the AGENCY.
- F. The Contractor shall keep and maintain such accounts, financial records, statistical records, and other records as the AGENCY may require; make and submit financial statistical reports, in the format and at such times as the AGENCY shall prescribe; keep all records and reports available for audit by the State and/or Federal government, and/or appropriate agencies or departments thereof, and retain such records for a period of four years, with the exception that records must be retained if a program/fiscal audit is in progress or is unresolved until that audit is resolved. The parties further agree that the Contractor shall assume full financial liability for any audit exception.
- G. The AGENCY shall not be liable for the payment of any other expenses incurred in connection with this Agreement in excess of the agreed upon rate.
- H. Under no circumstances shall the commitment under this Agreement constitute a debt to the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI. Instead, it is understood and agreed that during any fiscal year of the State of Alabama occurring during the Term of this Lease, the AGENCY's commitments under this Agreement are payable solely from amounts appropriated by the Alabama Legislature for the AGENCY as reduced by any proration declared pursuant to Alabama law applicable to such fiscal year.
- I. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which

may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

- J. The COUNTY's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
  - K. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
  - L. This right of the AGENCY to the use of alternative methods to attempt to resolve a dispute is not a waiver of the AGENCY's right to assert sovereign immunity.
3. Nondiscrimination Agreements:
- A. The COUNTY agrees that in the performance of this Agreement there shall be no discrimination against any applicant for employment, or recipient of aid, benefits, or services, or any employee or any other persons, on the basis of race, color, religion, creed, age, sex, ancestry (as specified by the Age Discrimination Act of 1975), or national origin or marital status or any other classification protected by federal or Alabama State Constitutional or statutory law, including but not limited to discrimination prohibited by Title VI of the Civil Rights Acts of 1964, as amended; and any applicable Department of Health and Human Services Regulations.
  - B. The COUNTY further agrees that in the performance of this Agreement there shall be no discrimination against any otherwise handicapped applicant for, or recipient of, aid, benefits, or services, or any employee or any other persons on the basis of physical or mental handicap, in accordance with the Rehabilitation

Act of 1973, as amended; the Americans with Disabilities Act; and any applicable Department of Health and Human Services Regulations.

4. Period of Agreement:

A. The term of this Agreement shall be for a period beginning on the 1<sup>st</sup> day of October 2025, and ending on the 30<sup>th</sup> day of September 2030.

5. Termination Provisions.

A. The parties hereto agree that their responsibilities one to another shall be contingent upon the availability of necessary state and/or federal funds for the funding of this agreement and that responsibilities shall terminate without advance notice if said funds cease to be available. Other reasons for termination of this Agreement are as follows:

- i. Violation by the COUNTY of the provisions contained in Paragraph 3, Section A or B of this Agreement shall constitute cause for immediate termination of said Agreement.
- ii. The AGENCY or COUNTY may terminate this Agreement for any reason upon written notice thirty (30) days prior to the date of termination.
- iii. If the term of this Agreement includes more than one fiscal year, this agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.
- iv. If, in any year subsequent to the first year of this Agreement, the cost to the AGENCY for its 72% share of the total contact cost (based upon the then current bid for the total cost of such services provided under this Agreement), shall exceed 110% of the prior year's amount paid by AGENCY for its portion of services provided under this Agreement.

B. In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

C. The COUNTY acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and COUNTY shall not begin performing work this Agreement until notified to do so by the contracting state department. COUNTY is entitled to no compensation for work performed prior to the effective date of this Agreement.

- D. Either party terminating this Agreement pursuant to Paragraph 5, Section A, B or C of this Agreement shall do so by notifying the other party of such termination in writing, by certified or registered mail, return receipt requested, at the notice address provided below by the party to whom such notice is being sent.
6. State of Alabama Merit System:
- A. Neither the COUNTY nor its employees are entitled to receive Merit System benefits from the State of Alabama for services performed under this Agreement. Any party terminating this Agreement may do so by notifying the other parties in writing, by Certified or Registered Mail, Return Receipt Requested. This Agreement may be extended by mutual written consent of all parties concerned, subject to the availability of necessary state and/or federal funds for the funding of this Agreement.
7. Notice Address:
- A. COUNTY and AGENCY may from time to time by written notice to the other designate another address for receipt for future notices. All notices and communications shall be addressed and sent to the following addresses:
- AGENCY:** State of Alabama Department of Human Resources  
General Services Division, Office of Housing  
2773 Gunter Park Drive West  
Montgomery, Alabama 36109
- COUNTY:** Coosa County Commission  
P.O. Box 10  
Rockford, Alabama 35136

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

ALABAMA DEPARTMENT OF HUMAN RESOURCES

COOSA COUNTY COMMISSION

Nancy T. Buckner  
Nancy T. Buckner, Commissioner

Sammy Doughty  
Chairman of Coosa County

2/25/2026  
Date

2/10/2026  
Date

Approved for Legal Form:

Approved for Content:

Steven Tandet  
Steven Tandet, Attorney  
Department of Human Resources

Randal Beesley  
Randal Beesley, Director  
General Services Division

02/13/2026  
Date

2/12/26  
Date

Daniel Sparkman  
Daniel Sparkman Deputy Commissioner  
Administrative Services  
Department of Human Resources

Approved for Funding:  
Kelli Golden  
Kelli Golden, Director of Finance,  
Department of Human Resources

2/24/26  
Date

02/24/26  
Date

**ADDEDUM A****SPECIFICATIONS AND JOB DESCRIPTION**

Basic lawn cutting is to include weed eating, edging, and blowing off of all sidewalks and walkways for the Coosa County Department of Human Resources. Basic lawn cutting is NOT to exceed twenty (20) times per year to include weed eating, edging and blowing grass clippings from all sidewalks and walkways.

Trimming of all hedges and shrubs, as designated by authorized DHR Personnel, is NOT to exceed one (1) time per year.

Vendor is responsible for providing their own equipment and for all supplies and materials needed for lawn care. Vendor is responsible for any damage to property that occurs while performing maintenance.

**ADDEDUM B****BUDGET  
(Fixed)**

The parties hereto agree that the contract reimbursement shall not exceed the rates set out below.

It is further agreed that reimbursement from the State of Alabama Department of Human Resources shall be subject to conditions set out below:

<b><u>SERVICES</u></b>	<b><u>RATE</u></b>
Lawn Maintenance for DHR/BOE Building	72% of total monthly amount

The AGENCY will make payment for the actual expenses provided during the calendar month.

Site of Service: Coosa County DHR/BOE Building  
141 Jackson Street  
Rockford, AL 35136

For each year thereafter, during the term of this Agreement, the maximum expenditure by the AGENCY under this contract for its portion of services provided during such subsequent year of this Agreement, shall not exceed 110% of the previous year's expenditure by the AGENCY under this contract for its portion of services provided.

By way of example: The annual bid for lawn care that has been approved by the Coosa County Commission for the first year of this Agreement (the period 10/01/25, to 09/30/26), is a total of \$3,500.00, of which the AGENCY's portion is \$2,520.00 (which is 72% of the \$3,500.00).

Therefore, the maximum expenditure by the AGENCY under this contract for its portion of services provided during the second year of this Agreement (the period 10/01/26, to 09/30/27), shall not exceed \$2,272.00 (110% of \$2,520.00 [the prior year's amount paid by AGENCY]).

MOTIONED BY COMMISSIONER JOHN FORBUS TO GO INTO EXECUTIVE SESSION. SECONDED BY COMMISSIONER BERTHA MCELRATH. UNANIMOUSLY APPROVED

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

NO MOTION TO APPROVE APPOINTING ELMORE UNBEHANT TO THE E-911 BOARD REPRESENTING THE CITY OF GOODWATER. MOTION FAILED

#### OLD BUSINESS

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE AN APPROPRIATION OF \$1500.00 TO VOLUNTEER CONNECTIONS OF CENTRAL ALABAMA, INC. SECONDED BY VICE-CHAIR BRANDON DAVIS. UNANIMOUSLY APPROVED

#### ADJOURN

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

MINUTES APPROVED THIS 10<sup>TH</sup> DAY OF MARCH 2026.

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

  
\_\_\_\_\_  
COMMISSIONER BERTHA MCELRATH

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

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

