

**AGENDA
COOSA COUNTY COMMISSION
June 28, 2022
6:30 Regular Commission Meeting**

**WELCOME
PUBLIC COMMENTS:**

**ELECTED OFFICIAL COMMENT:
CALL TO ORDER
COMMISSION ROLL CALL
INVOCATION, PLEDGE OF ALLEGIANCE
APPROVE AGENDA
APPOVAL OF MINUTES AND WAIVER OF READING MINUTES
AWARDS AND PRESENTATIONS**

NEW BUSINESS

- (1) Approval for the boat ramp on CR 92 to be restricted for personal and recreational use—Chris Sims, Ken Kelley
- (2) Approval to submit a letter of support to the Fire Association for an ALEA Home Land Security grant—EMA Director Sheldon Hutcherson
- (3) Approval to establish county levies for new ABC license types—Administrator Amy Gilliland
- (4) Approval to include Weogufka Forest Road in the National Historic Registry of Flagg Mountain—Commissioner Randall Dunham
- (5) Approval to upgrade deputies weapons—Sheriff Michael Howell
- (6) Approval to apply for a \$25,000 ADECA grant once the grant is announced—Sheriff Michael Howell
- (7) Approval to purchase 6 data terminals for deputies' cars to allow deputies the ability to connect to the Southern Software network at the jail—Sheriff Michael Howell
- (8) Approval to elect a Chairman for the Coosa County Commission—Commissioner Unzell Kelley

OLD BUSINESS

- (1) Approval to designate Employee Parking behind the Extension Office with signage and striping—Commissioner Ronnie Joiner.

STAFF REPORTS

**Administrator
Attorney
EMA
Courthouse Maintenance
Engineer
Safety Coordinator**

**DISCUSSION ITEMS BY COMMISSIONERS
ADJOURN**

**MINUTES
COOSA COUNTY COMMISSION**

JUNE 28, 2022

6:30 P.M.

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE JUNE 28, 2022 FOR ITS REGULAR MEETING ON THE FOURTH TUESDAY OF THE MONTH WITH VICE-CHAIR BERTHA MCEL RATH, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL: HERE VICE-CHAIR BERTHA K.MCEL RATH, COMMISSIONER RANDALL DUNHAM, COMMISSIONER UNZELL KELLEY, COMMISSIONER RONNIE JOINER AND COMMISSIONER LAMAR DAUGHERTY.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION WAS GIVEN BY COMMISSIONER UNZELL KELLEY. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

APPROVE AGENDA

MOTIONED BY COMMISSIONER RANDALL DUNHAM TO AMEND THE AGENDA. TO ADD THE APPROVAL OF THE REVISED INTERAGENCY AGREEMENT BETWEEN COOSA COUNTY AND THE ALABAMA DHR, INCREASING THE PROJECT COST FOR THE ROOF REPLACEMENT ON THE COUNTY'S BUILDING HOUSING THE SCHOOL BOARD/DHR TO \$137,500.00; TO ADD THE APPROVAL ACCEPTING THE NEGOTIATED BID FROM JOHNS AND KIRKSEY, INC. ROOFING CONTRACTORS IN THE AMOUNT OF \$137,500, FOR RE-ROOFING THE COOSA COUNTY SCHOOL BOARD/DHR BUILDING WITH "WEATHERED WOOD" COLOR, 40 YEAR DIMENSIONAL SHINGLES, ACCORDING TO ALL OTHER SPECIFICATIONS CONTAINED IN THEIR COMPETITIVE BID DATED JUNE 14, 2022, WITH FURTHER, NOTIFYING THEM IN WRITING WITH A "NOTICE TO PROTOCOL" AND TO OMIT NUMBER 4, APPROVAL TO INCLUDE WEOGUFKA FOREST ROAD IN THE NATIONAL HISTORIC REGISTRY OF FLAGG MOUNTAIN. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

APPROVAL OF MINUTES

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

CONSENT AGENDA

MOTIONED BY COMMISSIONER LAMAR DAUGHERTY TO APPROVE FOR THE CHAIRMAN, VICE-CHAIR AND ADMINISTRATION TO AUTHORIZE, TO ISSUE, AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. SECONDED BY COMMISSIONER RONNIE JOINER.

MOTION TO APPROVE CHANGES IN EMPLOYEES: JOB DESCRIPTION, SALARY, WORK HOURS, STATUS (INCLUDING BUDGET APPROVED RAISES).

Coosa County Sheriff's Office

Michael Howell, Sheriff

296 School Street • P. O. Box 279

Rockford, Alabama 35136

Office: 256-377-4922 • Fax 256-377-1244

Jail Fax 256-377-2690

Email: office@coosaso.com * Website: www.coosacountyso.org



MEMO

To: Coosa County Commission
From: Michael Howell, Sheriff
Date: June 15, 2022
RE: Deputy Logan Michael Mitchell – End of Probation

MESSAGE:

As of May 1, 2022, Logan Michael Mitchell has completed his six (6) months' probation. Logan will not receive an increase in pay, and he is allowed to use his leave hours.

This memorandum for the record will remain in effect until further notice.


Michael Howell, Sheriff

06/17/2022
Date

3856

NEW BUSINESS

MOTIONED BY COMMISSIONER RANDALL DUNHAM TO APPROVE FOR THE BOAT RAMP ON COUNTY ROAD 29 TO PUT UP SIGNS BY HIGHWAY DEPARTMENT TO READ "NO OVERNIGHT STORAGE AND OFF LOADING." SECONDED BY COMMISSIONER LAMAR DAUGHERTY. COMMISSIONER UNZELL KELLEY ABSTAINED. APPROVED

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE TO SUBMIT A LETTER OF SUPPORT TO THE FIRE ASSOCIATION FOR AN ALEA HOME LAND SECURITY GRANT, WITH NO MATCH NEEDED AND TO RECEIVE THE REFUND FROM HOME LAND SECURITY AFTER THE INVOICE HAS BEEN RECEIVED AND PAID BY THE GENERAL FUND AND THE CHECK HAS CLEARED. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. UNANIMOUSLY APPROVED.

Coosa County Commission

Post Office Box 10
ROCKFORD, ALABAMA 35136-0010



AMY GILLILAND
ADMINISTRATOR
PHONE (256) 377-1350
FAX (256) 377-2524

DISTRICT 1
RANDALL DUNHAM

DISTRICT 2
BERTHA KELLY
CHAIRMAN

DISTRICT 3
UNZELL KELLEY

DISTRICT 4
RONNIE JOINER

DISTRICT 5
LAMAR DAUGHERTY

June 28, 2022

RE: The ALEA 2022 Homeland Security Competitive Grant

To Whom It May Concern:

The Coosa County Commission unanimously voted in favor and is in support of applying for the ALEA 2022 Homeland Security Competitive Grant for radio equipment to be distributed to the Coosa County Association of Volunteer Fire Departments. Receiving this grant will be for the good and betterment of the citizens of Coosa County.

Kind Regards,

Amy Gilliland, Administrator

MOTIONED BY COMMISSIONER UNZELL KELLEY TO TABLE THE APPROVAL TO ESTABLISH COUNTY LEVIES FOR NEW ABC LICENSE TYPES. SECONDED BY COMMISSIONER RANDALL DUNHAM. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER LAMAR DAUGHERTY TO APPROVE TO UPGRADE DEPUTIES WEAPONS, FROM LINE ITEM 560. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER RANDALL DUNHAM TO APPROVE THE SHERIFF'S OFFICE APPLYING FOR A \$25,000 ADECA GRANT ONCE THE GRANT IS ANNOUNCED. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER UNZELL KELLEY TO TABLE THE APPROVAL TO PURCHASE 8 DATA TERMINALS FOR DEPUTIES CARS, AND TO CHECK WITH IAC TO SEE IF ITEMS COULD BE PAID WITH ABPA FUNDS. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER UNZELL KELLEY TO NOMINATE HIMSELF AS CHAIRMAN OF THE COOSA COUNTY COMMISSION. MOTIONED BY COMMISSIONER RONNIE JOINER TO NOMINATE VICE- CHAIR BERTHA K. MCELRATH AS CHAIRMAN OF THE COOSA COUNTY COMMISSION. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. VOTE BY ROLL CALL TO ELECT COMMISSIONER UNZELL KELLEY AS CHAIRMAN OF THE COOSA COUNTY COMMISSION. COMMISSIONER BERTHA K. MCELRATH-NO, COMMISSIONER RANDALL DUNHAM-YES, COMMISSIONER UNZELL KELLEY-YES, COMMISSIONER RONNIE JOINER-NO, COMMISSIONER LAMAR DAUGHERTY-NO. VOTE BY ROLL CALL TO ELECT COMMISSIONER BERTHA K. MCELRATH AS CHAIRMAN OF THE COOSA COUNTY COMMISSION: COMMISSIONER BERTHA K. MCELRATH - YES, COMMISSIONER RANDALL DUNHAM-NO, COMMISSIONER UNZELL KELLEY-NO, COMMISSIONER RONNIE JOINER-YES, COMMISSIONER LAMAR DAUGHERTY-YES. THREE VOTES FOR COMMISSIONER BERTHA K. MCELRATH AS CHAIRMAN, TWO VOTES FOR COMMISSIONER UNZELL KELLEY AS CHAIRMAN. COMMISSIONER BERTHA K. MCELRATH IS ELECTED CHAIRMAN UNDER ROLL CALL VOTE.

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE THE REVISED INTERAGENCY AGREEMENT BETWEEN COOSA COUNTY AND THE ALABAMA DHR, INCREASING THE PROJECT COST FOR THE ROOF REPLACEMENT ON THE COUNTY'S BUILDING HOUSING THE SCHOOL BOARD/DHR TO \$137,500.00. SECONDED BY COMMISSIONER RANDALL DUNHAM. UNANIMOUSLY APPROVED

**INTERAGENCY AGREEMENT
BETWEEN
THE ALABAMA DEPARTMENT OF HUMAN RESOURCES
AND THE COOSA COUNTY COMMISSION**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is hereby entered into by and between the State of Alabama Department of Human Resources (hereinafter referred to as the "Department") and the Coosa County Commission (hereinafter referred to as the "County"). This Agreement is intended to provide for reimbursement to the County by the Department for certain costs and other expenses related to the re-roofing of the existing roof of the Coosa County DHR facilities (hereinafter referred to as the "Project") in the County of Coosa, Alabama.

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

WHEREAS, the Department and the County desire to enter into this Interagency Agreement between the Alabama Department of Human Resources and the Coosa County Commission;

WHEREAS, the Department 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;

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 Department and the County do hereby agree as follows:

1. This Agreement shall become effective on June 27, 2022, and shall remain in effect until November 30, 2022, or until the date of the completion of the Project, whichever date is later. This Agreement may be mutually renewed or extended by letter, or other written instrument, duly executed by the parties hereto.

2. The County and the Department hereby agree that the scope of services for the Project includes re-roofing the existing steep sloped roof areas with a new shingle roof system including underlayment, various sheet metal flashings, and miscellaneous components sufficient to guarantee a watertight roof system as required by the Project specifications. **Subject to prior approval from the Department**, the scope of services for the Project may include re-roofing the existing steep sloped roof areas with a new metal roof system including underlayment, various sheet metal flashings, and miscellaneous components sufficient to guarantee a watertight roof system as required by the Project specifications

3. The specifications for the Project shall be agreed upon in writing by the County and the Department prior to either a bid package or a public works project (to be determined at the discretion of the County) for the Project being released. The bid package or public works project for the Project shall include the following: (i) a base bid consisting of 40-year dimensional/architectural shingles, and (ii) an alternate base bid consisting of 25-year 3-tab shingles, (iii) and alternative bid consisting of a metal roof, and (iv) square footage allowances as an estimate for miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking. The Department shall have final approval for the scope of the Project.

4. The County shall be responsible for funding and paying the awarded bidder of the Project and consultant, if necessary, as required by the payment schedule as provided in the bid for the Project.
5. The County and the Department agree that the exact costs of the Project cannot currently be determined, since certain items of the Project (i.e., miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking) cannot be accurately determined until work on the Project begins. Therefore, the base bid for the Project shall include certain square footage allowances as an estimate for miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking; it is understood that the actual costs for miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking, may exceed the allowances contained in the base bid.
6. The County shall notify the Department if the actual costs of the Project are anticipated to exceed the bid price previously approved by the Department. Any such costs of the Project in excess of the base bid price (which has been previously approved by the Department), shall require approval by the Department in writing prior to their expenditure.
7. Upon completion of the Project, the County shall submit to the Department, and, where required, to Coosa County Department of Human Resources, duplicate originals of a certified invoices and copies of all required supporting documentation. Said invoices shall indicate the actual expenses incurred and paid by the County for the Project and shall include such other information as reasonably required by the Department.
8. Provided that the provisions of paragraph 7. above, have been met, the Department agrees to reimburse to the County for seventy-two percent (72%) of the sum of the following: (i) the amount of the base bid, (ii) any costs of the miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking, above the allowance stated in the base bid, which have been previously approved by the Department in writing, and (iii) the amount of the consultant for the Project, up to a total of One-Hundred Thirty-seven Thousand Five Hundred and 00 Dollars (\$137,500.00) for the total cost of the Project (the Department's share of such total cost of the Project, up to a total of Ninety-Nine Thousand and 00 Dollars (\$99,000.00)).
9. Upon receipt of said certified invoices and copies of all required supporting documents, the Department shall issue payment to the County for the invoiced amount (which shall not exceed seventy-two percent (72%) of the total cost of the Project, pursuant to paragraph 8. above), within thirty (30) days of its receipt by the Department, such amount not to exceed the Department approved costs for the Project.
10. The County agrees to grant the Department an additional option to renew the Lease Agreement between the Coosa County Commission and State of Alabama Department of Human Resources, (the "Lease Agreement"), for two (2) additional five-year periods, the first such five-year period beginning October 1, 2025, at the rental rate of one dollar (\$1.00) per square foot for each twelve month period, by giving the County a written notice of its intention to renew the Lease Agreement not later than the first day of the additional option term, or by the Department continuing in occupancy of the Demised Premises (as that term is defined in the Lease Agreement) on the first day of the additional option period.
11. The Department shall have the right to withhold payment or reimbursement to satisfy any reasonable financial chargeback made in the reasonable discretion by the Department.
12. Should the Project ultimately fail to be built, the Department, upon receipt of request for reimbursement, including appropriate supporting vendor invoices and proof of payment of such invoices by

the County, will issue payment to the County for the amount of the Department approved costs for the Project incurred and paid by the County.

13. The County agrees that any contract into which it enters for the performance of the Project shall contain specific language stating that there shall be no discrimination against any applicant for, or recipient of, aid, benefits, or services, or any employee or any other persons on the basis of race, color, religion, sex, age (as specified by the Age Discrimination Act of 1975), or national origin, including but not limited to discrimination prohibited by Title VI of the Civil Rights Act of 1964, as amended; and any applicable Department of Health and Human Services Regulations.

14. The County further agrees that any contract into which it enters for the performance of the Project shall contain specific language stating that 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.

15. It is agreed that the terms and commitments contained in this Agreement shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. 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 Amended Agreement shall be deemed null and void. 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.

16. 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.

17. 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. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FOR THE DEPARTMENT:

Nancy T. Buckner, Commissioner
Alabama Department of Human Resources

Witness:

FOR THE COOSA COUNTY COMMISSION:

Bertha K. Jochims
Chairman Bertha E. McElrath
Coosa County Commission

Amy Holliday, Administrator
Witness

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE TO ACCEPT THE NEGOTIATED BID FROM JOHNS AND KIRKSEY, INC. ROOFING CONTRACTORS, IN THE AMOUNT OF \$137, 500.00, FOR RE-ROOFING THE COOSA COUNTY SCHOOL BOARD/DHR BUILDING WITH "WEATHERED WOOD" COLOR, 40 YEAR DIMENSIONAL SHINGLES, ACCORDING TO ALL OTHER SPECIFICATIONS CONTAINED IN THEIR COMPETITIVE BID DATED JUNE 14, 2022, WITH FURTHER, NOTIFYING THEM IN WRITING WITH A "NOTICE TO PROTOCOL". SECONDED BY COMMISSIONER LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

Amy Gilliland <1coosacountyadm@gmail.com>
To: Ed Morris <emorris@sentell.net>
Cc: "John K. Johnson" <jkj@jkjohnsonpc.com>

Fri, Jul 1, 2022 at 12:07 PM

Mr. Morris

The Coosa County Commission approved to accept the DHR/BOE roof bid of \$137,500.00 from Johns and Kirkey, Inc.

A motion was made at the June 28, 2022 Commission meeting by Commissioner Ronnie Joiner as follows:
" Approve accepting the negotiated bid from Johns and Kirksey, Inc. roofing contractors. in the amount of \$137,500.00, for re-roofing the Coosa County school board/DHR building with "weathered wood" color, 40 year dimensional shingles, according to all other specifications contained in their competitive bid dated June 14, 2022."

Kind regards,
Amy Gilliland, Administrator
Coosa County
256-377-1350

OLD BUSINESS

MOTIONED BY COMMISSIONER RONNIE JOINER TO TABLE THE APPROVAL TO DESIGNATE EMPLOYEE PARKING BEHIND THE EXTENSION OFFICE WITH SIGNAGE AND STRIPING. SECONDED BY COMMISSIONER RANDALL DUNHAM. UNANIMOUSLY APPROVED

MOTION TO ADJOURN

MOTIONED BY COMMISSIONER LAMAR DAUGHERTY TO ADJOURN. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 12th DAY OF JULY, 2022.

VICE-CHAIR BERTHA K. MCELRATH

RANDALL DUNHAM

UNZELL KELLEY

RONNIE JOINER

LAMAR DAUGHERTY