AGENDA COOSA COUNTY COMMISSION January 9, 2018 9:30 AM

WELCOME

PUBLIC COMMENTS: Mr. Scott Pritchett and Mr. Andrew Godwin of Icotech – Upgrade of Sheriff/Jail Equipment

ELECTED OFFICIAL COMMENT: CALL TO ORDER COMMISSION ROLL CALL INVOCATION, PLEDGE OF ALLEGIANCE APPROVE AGENDA READING OF MINUTES

AWARDS AND PRESENTATIONS: 1) Resolution Recognizing Mr. Trenton Davenport's Successful Completion of the Alabama Jail Training Academy-Sheriff Wilson

2) Resolution from ACAA commending the Coosa County Commission for their outstanding Liability Claim Experience.

CONSENT AGENDA- MOTION AND SECOND TO APPROVE

- (A) Motion for Chairman, Vice Chairman and Administrator to authorize to issue and sign checks for payment of monthly expenses and payroll.
- (B) Motion to approve changes in employees: job description, salary, work hours, status (including budget approved raises).

NEW BUSINESS

- (1) Approval of Frequency Use Agreement to comply with Sections 90.179 and 90.421 of the Federal Communications Commission rules giving permission for Coosa County Alabama Forestry Commission to share facilities and operate radio units on radio (Renewal)-Chairman Adams
- (2) Approval of renewal of contract with Revenue Discovery System (RDS) for a period of one year for county sales tax revenue administration.-Admin Graham
- (3) Approval of proposed legislation for advertisement retroactive to January 5th, 2018 for Renewal of Mineral Severance Tax relating to Coosa County and for submission to the Alabama Legislature upon completion of advertising Commissioner Perrett
- (4) Approval to withdraw submission of Local Legislation regarding Reinstatement Fees due to high cost of advertisement-Probate Judge Dean
- (5) Approval of Proposed Retiree Insurance Policy

MINUTES

COOSA COUNTY COMMISSION

JANUARY 9, 2018

9:30 A.M.

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE JANUARY 9, 2018 FOR ITS REGULAR MEETING WITH VICE-CHAIRMAN TODD ADAMS, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF CHAIRMAN-TODD ADAMS, VICE CHAIR BERTHA KELLY, PAUL PERRETT, UNZELL KELLEY. RANDALL DUNHAM NOT PRESENT.

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 COMMISSIONERS UNZELL KELLEY AND SECONDED BY TODD ADAMS TO APPROVE THE AGENDA. UNANIMOUSLY APPROVED

READING OF MINUTES

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY TODD ADAMS TO DISPENSE READING OF MINUTES. UNANIMOUSLY APPROVED

AWARDS AND PRESENTATION

MOTION BY COMMISSIONERS PAUL PERRETT AND SECONDED BY BERTHA KELLY A RESOLUTION IN RECOGNITION OF MR. TRENTON DAVENPORT SUCCESSFUL COMPLETION OF THE ALABAMA JAIL TRAINING ACADEMY. UNANIMOUSLY APPROVED



Resolution

CONGRATULATING TRENTON DAVENPORT FOR SUCCESSFULLY COMPLETING THE ALABAMA JAIL TRAINING ACADEMY

WHEREAS, Trenton Davenport has completed all course requirements of the Alabama Jail Training Academy, a basic training program for correctional officers created by the Association of County Commissions of Alabama with assistance from the Alabama Sheriffs Association and the National Institute for Jail Operations; and

WHEREAS, certification for completion of the Alabama Jail Training Academy is a high honor and signifies that Trenton Davenport has successfully completed this training; and

NOW WHEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA ASSEMBLED AT THEIR 89th ANNUAL CONVENTION IN ORANGE BEACH, ALABAMA that the Association hereby extends its hearty congratulations to Trenton Davenport for having completed the Alabama Jail Training Academy.

IN WITNESS WHEREOF, the Association has caused this resolution to be executed in its name and on its behalf by its President and Executive Director and has caused its corporate seal to be impressed thereon, all on this 24th day of August, 2017.

President ACCA

Executive Director, ACCA

MOTION BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY BERTHA KELLY A RESOLUTION FROM ACAA COMMENDING THE COOSA COUNTY COMMISSION FOR THEIR OUTSTANDING LIABILITY CLAIM EXPERIENCE, UNANIMOUSLY APPROVED



Resolution

CONGRATULATING THE Coosa COUNTY COMMISSION FOR ITS EXCELLENT LIABILITY LOSS EXPERIENCE

WHEREAS, the Coosa County Commission is a participant in the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc.; and

WHEREAS, for the last three insurance years the Coosa County Commission's liability claims experience has been outstanding; and

WHEREAS, this outstanding claims experience is an indication that the Coosa County Commission and the county's employees are dedicated to keeping liability claims to a minimum, thereby protecting citizens and preserving the county's financial resources; and

WHEREAS, the Board of Trustees for the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. has, in recognition of the county's outstanding claims experience, awarded Coosa County a Safety Dividend check.

NOW WHEREFORE, BE IT RESOLVED BY THE MEMBERSHIP OF THE ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA ASSEMBLED AT ITS 89th ANNUAL CONVENTION IN ORANGE BEACH, ALABAMA that the Coosa County Commission and its employees be commended for their outstanding liability claims experience.

IN WITNESS WHEREOF, the Association has caused this resolution to be executed in its name and on its behalf by its President and Executive Director and has caused its corporate seal to be impressed thereon, all on this 24th day of August, 2017.

ACCA POURDED POSS

President, ACCA

Executive Director, ACCA

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MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY TODD ADAMS TO APPROVE FOR THE CHAIRMAN, VICE CHAIRMAN AND ADMINISTRATOR TO AUTHORIZE TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. UNANIMOUSLY APPROVED

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

ICoosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street * P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

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



December 18, 2017

Correctional Officer Frankie Jones has turned in aletter of resignation. He turned in all of his issued property on December 18, 2017. He should be entitled to all eligible earnings that he is due.

Mike Mull Captain Coosa OCunty Sheriff's Office





Terry Wilson, Sheriff 295 School Street - P. O. Box 279

Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244 Jail. 256-377-2211 • Fax 256-377-2690

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DATE: December 13, 2017

SALE OF ACCRUED LEAVE

in accordance with Coosa County Sheriff's Office Rules and Regulations, Attendance,	Payand
Leave Policy, Section 5, General, Paragraph 6A (5), Sheriff Office employee	
has requested to sell back 194 hours of accrued leave based on extraordinary circu	unstances.
This request has been approved. We have confirmed	has accrued
leave time available in excess of hours requested for sale.	
Approved: Terry Wilson, Sheriff ty	

NEW BUSINESS

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY PAUL PERRETT THE APPROVAL OF FREQUENCY USE AGREEMENT TO COMPLY WITH SECTIONS 90.179 AND 90.421 OF THE FEDERAL COMMUNICATIONS COMMISSION RULES GIVING PERMISSION FOR COOSA COUNTY ALABAMA FORESTRY COMMISSION TO SHARE FACILITIES AND OPERATE RADIO UNITS ON RADIO (RENEWAL). UNANIMOUSLY APPROVED



Telephone Number:

Making Alabama Better for People

1980 w. forestry. alabama.gov 513 Madison Avenue P. O. Box 302550 Montgomery, AL 36130-2550

			515 Wadison	Telepho	one (334) 240-930		1) 240-9390	0 2000		
			FI	REQ	UENCY US	E AGRI	EEMENT			
	municatio	ons Cor	nmission rule	S.				179 an	nd 90.421 of the Federal	
The	Coosa (Grantor A	y Commi	SSI	hereby	gives per	rmission for			
The	Croso	A	FC		to share	e facilitie	s and operate	e radio	units on radio	
Freq acco failu	uencies li rdance wi re to com	censed th all a ply with	to the grantor	by the rules or t	e Federal Cos s and the gra the grantor's	ommunic inted peri s operatin	eations Commission may ag standards.	nissio	n. Operation will be in woked at any time for	
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Auth	Authorized by: Date: Printed Name (Sheriff, Chief, Supervisor, AFC) Signature									
Gran	tor's Addr	ess:							·	,

Grantee accepts the above conditions of grant and agrees that in accordance with Sections 90.179 and

(incl. Area Code)

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY THE APPROVAL OF RENEWAL OF CONTRACT WITH REVENUE DISCOVERY SYSTEM (RDS) FOR A PERIOD OF ONE YEAR FOR COUNTY SALES TAX REVENUE ADMINISTRATION. UNANIMOUSLY APPROVED

Tax Revenue Enhancement Agreement Revenue Administration

This agreement made as of the	by and	hetween	GRS	Government	Povonu
Solutions, LLC d/b/a RDS ("RDS") and County of Coosa, a	n Alaba	ma COUN	ITY ("(COUNTY").	Revenue

A. Remittance Processing Services

- Taxes Processed: RDS will perform remittance processing for sales and use taxes as designated by COUNTY.
- Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: County of Coosa, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to COUNTY, RDS may change the Address for payments.
- Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the COUNTY for each type of tax collected, as shown in more detail on <u>Exhibit A</u>.
- 4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
- 5. Changes to <u>Exhibit A</u>: COUNTY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended <u>Exhibit A</u> shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the COUNTY, then the COUNTY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure designated recipients receive the amounts intended by COUNTY.

6. Notification, Reporting to COUNTY:

- RDS will provide COUNTY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to COUNTY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
- ii. COUNTY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE COUNTY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
- iii. All items credited will be subject to receipt of payment; and
- iv. RDS will attend Council meetings at such times as may be reasonably requested by COUNTY.

B. Compliance Services

- 1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by COUNTY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by COUNTY, RDS will make reasonable efforts to collect taxes designated by COUNTY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If COUNTY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist COUNTY attorney as reasonably requested at its normal hourly rate as reflected herein.
- 2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently, and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to COUNTY in the same manner as provided for pursuant to Section A, above.

C. General Provisions

- Information Provided: COUNTY represents that the information provided to RDS in the performance
 of services hereunder shall be provided free and clear of the claims of third parties. COUNTY
 represents that it has the right to provide this information to RDS and that said information shall not
 be defamatory or otherwise expose RDS to liability to third parties.
- 2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
- Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions. RDS will
 provide informational brochures for placement in COUNTY offices, Chamber of Commerce offices,
 libraries and any other facilities. This information may also be available on the Internet at
 www.revds.com.
- 4. Review and Appeal Process: RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
- Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: RDS shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".

Audit Services:

- i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
- ii. RDS Reciprocal Agreement: To the fullest extent allowed by law, COUNTY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
- iii. RDS Fee: RDS shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

- If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
- 2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
- 3. Shared Audit Fees: When audits for COUNTY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.
- 7. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
- 8. Term of the Agreement: This Agreement shall be for a term of one (1) year following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
- 9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, COUNTY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the COUNTY's receipt of revenue after termination which are subject to RDS' fee, the COUNTY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the COUNTY. The COUNTY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
- 10. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold COUNTY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, COUNTY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of COUNTY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

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- 11. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the COUNTY for the affected service to which the claim pertains. The foregoing sets forth the COUNTY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the COUNTY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
- 12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
- 13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of COUNTY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
- 14. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
- 15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold COUNTY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
- 16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any COUNTY-owned data provided to RDS be deemed included within the Work Product.
- 17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
- 18. Invalidity: If any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

an unauthorized alien within the sta	ting parties affirm, for the duration of the agreement, that they will or knowingly employ, hire for employment, or continue to employ ite of Alabama. Furthermore, a contracting party found to be in emed in breach of the agreement and shall be responsible for all
20. Effective Date: The effective date fo shall commence 1, 2018 20, 2018.	r the performance of services under the terms of this agreement 3 with collection of taxes to be remitted on or before
IN WITNESS WHEREOF, the parties here Agreement.	to as of the date first above written have duly executed this
GRS GOVERNMENT REVENUE SOLUTIONS, LD/B/A RDS	LC County of Coosa
By: kennon Walthall	By:
Title: SVP, Operations	Title:

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 12/27/2017 (crg)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

January 4, 20187

Bridgett Graham

County of Coosa

9709 US Highway 231

Rockford, AL 35136

Dear Ms. Graham:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Coosa County	062203638	Xxx0347	100%	Sales/Use Tax; All Types

Tax Types and Rate Codes will be administered at the following percentages:

Тах Туре	Rate Type	Percentage
Sales/Use	General	2.00%
Sales/Use	Mfg Machine	2.00%
Sales/Use	Farm	2.00%
Sales/Use	Auto	2.00%
Sales/Use	Amusement	2.00%
Sales/Use	Vending	2.00%

If at any time there are any discrepancies between the schedule set out above and your County's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

GRS Government Revenue Solutions, LLC (d/b/a RDS)

600 Beacon Parkway West, Suite 900

Birmingham AL 35209

ATT: Kennon Walthall, SVP, Operations

COMPENSATION

Compliance Services: RDS will receive an amount equal to Two Dollars and Sixty-Eight Cents (\$2.68) per account per transaction OR 1.50% of gross revenues collected, whichever is lower, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services with 20 hours of FREE Auditing. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:				
	Name:	·	Kennon Walthall	
	Title:		SVP, Operations (RDS)	

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the County of Coosa.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, County of Coosa has contracted with RDS to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore, RDS is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, RDS will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of RDS at 205-423-4126.

Your cooperation is greatly appreciated during this process. Sincerely,

		•
	Date:	
Bridgett Graham		r
County Clerk		
County of Coosa		

Revenue Department Collections vs. Revenue Discovery Systems Began Administration with RDS in March 2017

	Collections they post of p	ept of Revenue	2016 - Dept of Revenue, 2017-RDS	2016 - Dept of Revenue, 2017-RDS 2016 - Dept of Revenue, 2017-RDS		2016 - Dept of Revenue, 2017-RDS
Difference (increase listed as	-41725		1535	3036		-15939
2017	115936		. 35/736 104962	42191		504889
2016	74211		7	45227		488950
Months	Jan and Feb	March thru September	Oct and Nov	December	Total - March	thru December

See big increase in reported revenue from 2016 to 2017 under Revenue Department during January and February Reported Revenue Increased thru RDS but not sure if this was due to increased sales.

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MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY THE APPROVAL OF PROPOSED LEGISLATION FOR ADVERTISEMENT RETROACTIVE TO JANUARY 5TH, 2018 FOR RENEWAL OF MINERAL SEVERANCE TAX RELATIING TO COOSA COUNTY AND FOR SUBMISSION TO THE ALABAMA LEGISLATURE UPON COMPLETION OF ADVERTISING. UNANIMOUSLY APPROVED

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189179-1 : n : 12/15/2017 : FC / bm LSA2017-3711
   4
   6
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   8
  9
                                       A BILL
 10
                                   TO BE ENTITLED
 11
                                       AN ACT
 12
 13
                    Relating to Coosa County; to amend Sections
         45-19-244, 45-19-244.01, 45-19-244.02, 45-19-244.03, and
 14
         45-19-244.05, Code of Alabama 1975, providing for a severance
15
         tax on materials severed from the soil in the county; to
16
         provide for the tax on graphite; and to repeal Section
17
         45-19-244.07, Code of Alabama 1975, providing for expiration
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19
        of the severance tax in the county.
        BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:
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                  Section 1. Sections 45-19-244, 45-19-22.01,
        45-19-244.02, 45-19-244.03, and 45-19-244.05, Code of Alabama
        1975, are amended to read as follows:
                  "$45-19-244.
                  "When used in this part, the following words and
       phrases shall have the following meanings:
                 "(1) DEPARTMENT. The State Department of Revenue.
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1	"(2) EARTHEN MATERIALS. Materials covered in this
2	part which include sand, clay, silt, loam, dirt, gravel, rock,
3	sand-gravel, clay-gravel, sand-clay, or any combination
4	thereof, but does not include graphite.
5	"(3) PERSON. Any individual, firm, partnership,
6	corporation, association, or any combination thereof.
7	"(4) PRODUCER. Any person engaging in the business
8	of severing sand, clay, silt, loam, dirt, gravel, rock,
9	sand-gravel, clay-gravel, sand-clay, graphite, or any
10	combination thereof from the soil within Coosa County.
11	"(5) PURCHASER. Any person acquiring title, outright
12	or conditionally, to any interest in sand, clay, silt, loam,
13	dirt, gravel, rock, sand-gravel, clay-gravel, sand-clay, or
14	any combination thereof, or graphite.
15	"(6) SEVERING. Mining, stripping, or otherwise
16	taking or removing sand, clay, silt, loam, dirt, gravel, rock,
17	sand-gravel, clay-gravel, sand-clay, graphite, or any
18	combination thereof from the soil within Coosa County.
19	"(7) TON. A short ton of 2,000 pounds.
20	"(8) TRANSPORTER. Any person transporting sand,
21	clay, silt, loam, dirt, gravel, rock, sand-gravel,
22	clay-gravel, sand-clay, graphite, or any combination thereof
23	from the place where it is severed or from any other place to
24	any other place, within or without Coosa County.
25	"\$45-19-244.01.
2.6	"(a) $\underline{(1)}$ There is levied, in addition to all other
7	taxes imposed by law, an excise and privilege tax on every

person severing earthen materials except graphite within Coosa
County. The tax shall be paid to the Department of Revenue at
the rate of twenty-five cents (\$.25) per ton by every producer
who severs the product within Coosa County.

"(2) There is levied, in addition to all other taxes imposed by law, an excise and privilege tax on every person severing graphite within Coosa County. The graphite tax shall be paid to the Department of Revenue at the rate of five dollars (\$5) per ton by every producer who severs graphite within Coosa County.

"(b) In addition to the tax levied in subsection

(a), the county commission may assess a mining fee as it deems necessary on producers who mine minerals other than earthen material from the soil in Coosa County. If the county commission does assess such a fee at a county commission meeting, it shall advertise the time, place, and purpose of such a commission meeting for four consecutive weeks in a newspaper of general circulation in the county prior to the meeting. The county commission may provide for collecting the fee.

"\$45-19-244.02.

"Every producer shall within 20 days after the end of each calendar month, whether or not the producer shall have severed or sold any earthen materials or graphite during that month, file with the Department of Revenue a report which shall set forth, in a form prescribed by the department, the amount of the products in tons, if any, severed or sold, as

the case may be, by the producer during the next preceding a calendar month, the point of severance thereof, the amount of taxes due, and any other information as the department may reasonably require for the proper enforcement of this part. The producer shall accompany the report with payment of the full amount of the taxes shown to be due. The report shall be signed by producer in the case of an individual producer or by a member, officer, or manager of the producer in other cases. "\$45-19-244.03.

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"Purchasers and transporters of a product severed in Coosa County shall file a report with the Department of Revenue, on forms prescribed by the department, within 20 days after the end of each calendar month in which the purchaser or transporter purchased or transported earthen material or graphite severed in Coosa County. The report shall state the names and addresses of all producers in Coosa County from whom the purchaser or transporter has received the earthen material during the calendar month, the total quantity of earthen material or graphite so acquired, and, in the case of a transporter, to whom and where each ton of earthen material $\underline{\text{or}}$ graphite was delivered, and any other information as the commissioner may reasonably require for the proper enforcement of this part, including the routes traveled in transporting the gravel and the amounts of any privilege tax on the transportation. The report shall be signed by the purchaser or transporter in the case of an individual purchaser or

1	transporter, or by a member, officer, or manager of the
2	purchaser or transporter in all other cases.
3	"§45-19-244.05.
4	"The State Department of Revenue shall charge Coosa
5	County for collecting the county taxes levied herein, an
6	amount or percentage of total collections not to exceed five
7	percent of the total amount of taxes collected on earthen
8	material and one percent of the total taxes collected on
9	graphite. The charge for collecting the taxes for the county
10	may be deducted each month from the proceeds of the taxes
11	before certifying the amount thereof due Coosa County for that
12	month."
13	Section 2. Section 45-19-244.07 of the Code of
L 4	Alabama 1975, is repealed.
.5	Section 3. This act shall become effective
6	immediately following its passage and approval by the
7	Governor, or its otherwise becoming law.

Page 5

MOTION BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY BERTHA KELLY THE APPROVAL TO WITHDRAW SUBMISSION OF LOCAL LEGISLATION REGARDING REINSTATEMENT FEES DUE TO HIGH COST OF ADVERTISEMENT. UNANIMOUSLY APPROVED

MOTION BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY BERTHA KELLY TO TABLE THE APPROVAL OF PROPOSED RETIREE INSURANCE POLICY UNTIL FEBRUARY 13, 2018. UNANIMOUSLY APPROVED

APPROVAL OF LETTER TO MAYOR OF ALEXANDER CITY REGARDING EMERGENCY RESPONSE AND AREAS COVERED IN THE EVENT OF FAILURE OF VOLUNTEER SERVICES PROMPT RESPONSE IN COOSA COUNTY. UNANIMOUSLY APPROVED



Coosa County Commission

Post Office Box 10 ROCKFORD, ALABAMA 35136-0010

BRIDGET H. GRAHAM, CPA, CGMA ADMINISTRATOR PHONE (256) 377-1350 FAX (256) 377-2524 DISTRICT 1 RANDALL DUNHAM DISTRICT 2 BERTHA KELLY

DISTRICT 4
PAUL PERRETT

DISTRICT 3
UNZELL KELLEY

DISTRICT 5 TODD J. ADAMS CHAIRMAN

January 9, 2018

Honorable James D. Nabors Mayor of Alexander City, Alabama 1695 Magnolia Street Alexander City, Alabama 35010

RE: Request for Emergency Assistance-Coosa County, Alabama

Dear Mayor Nabors and City Council:

On behalf of the Coosa County Commission and our citizens, a request is made to you to consider helping in providing a much needed emergency response within our county. This emergency response primarily involves the EMS/Ambulance part of your Fire Department.

We do not want you to think that we are asking for assistance with all of the calls within our county, but rather the ones which occur when our own EMS units are currently involved in a call or unavailable. The Goodwater and Kellyton departments are able to respond in most instances and we have a reasonably good response to emergencies in the northern and southern areas of Coosa County by utilizing ambulance services out of Wetumpka and Sylacauga. What we desperately need is assistance in the eastern part of the county which includes the Ray, Kellyton and northeastern Equality areas.

I know that your departments are extremely busy and that there will be times when they would not be able to answer a call. This is certainly understandable and we would not expect your assistance if no unit was available to help us. What we would like to do is be able to instruct our E-911 dispatchers to call Alexander City for assistance during times that both Goodwater and Kellyton were unavailable. We would also like to be able to instruct our E-911 dispatchers as to the specific area which your department could respond. We could do this by providing an area of coverage which could be indicated on our county map.

MOTION TO ADJOURN

MOTIONED BY COMMISSIONER PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO ADJOURN. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 13Th DAY OF FEBRUARY, 2018.

Dodd J. Ada.
CHAIRMAN, TODD ADAMS

VICE CHAIRMAN, BERTHA KELLY

VICE CHAIRMAN, BERTHA KELLY

Landall Dunkam

RANDALL DUNHAM

AGENDA COOSA COUNTY COMMISSION February 13, 2018 9:30 AM

WELCOME

PUBLIC COMMENTS: (1) Mr. Rick Stratton with Beasley Allen Law Firm - Opioid Suit

(2) Mr. Scott Pritchett with Icotech – Upgrades at Jail

ELECTED OFFICIAL COMMENT:

CALL TO ORDER
COMMISSION ROLL CALL
INVOCATION, PLEDGE OF ALLEGIANCE
APPROVE AGENDA
READING OF MINUTES
AWARDS AND PRESENTATIONS:

CONSENT AGENDA- MOTION AND SECOND TO APPROVE

- (A) Motion for Chairman, Vice Chairman and Administrator to authorize to issue and sign checks for payment of monthly expenses and payroll.
- (B) Motion to approve changes in employees: job description, salary, work hours, status (including budget approved raises).

NEW BUSINESS

- (1) Approval to participate in Opioid lawsuit with representation by Beasley Allen Comm. Unzell Kelley
- (2) Approval of contract with Icotech for upgrades to jail security systems-Sheriff Wilson
- (3) Approval of new voting place venue leases:
 - a) Equality Commissioner Perrett
 - b) Goodwater Commissioner Bertha McElrath
 - c) Kellyton Commissioner Randall Dunham/Commissioner Bertha McElrath
 - d) Cottage Grove Commissioner Unzell Kelley
- (4) Approval of resolution designating new voting places:
 - a) Equality Commissioner Perrett
 - b) Goodwater Commissioner Bertha Kelley
 - c) Kellyton Commissioner Randall Dunham/Commissioner Bertha McElrath
 - d) Cottage Grove Commissioner Unzell Kelley
- (5) Approval of budget amendments:
 - a) Sheriff Dept and Jail Sheriff Wilson
 - b) Commission-Administrator Graham

- (6) Approval to fund Part-time Correctional Officer Sheriff Wilson
- (7) Approval to Renew Millage Rate Administrator Graham
- (8) Approval for Renovations and Upgrades to County Jail Security Systems (not including Icotech Contract) Sheriff Wilson/Chairman Adams

OLD BUSINESS

- (1) Proposed Retiree Insurance Policy Administrator Graham
- (2) Approval of Resolution in Support of Lake Martin RCLCO Commissioner Perrett

STAFF REPORTS

<u>Administrator:</u> Todd Brown, Maintenance Supervisor to discuss replacement of Heating/Cooling Units.

Engineer

Attorney-AED Discussion

EMA

Courthouse Maintenance-

Nutrition-

Safety Coordinator-

DISCUSSION ITEMS BY COMMISSIONERS

Thank you from Todd Adams for batteries, pads, etc for AED

ADJOURN

MINUTES

COOSA COUNTY COMMISSION

FEBRUARY 13, 2018

9:30 A.M.

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE FEBRUARY 13, 2018 FOR ITS REGULAR MEETING WITH CHAIRMAN TODD ADAMS, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF CHAIRMAN-TODD ADAMS, VICE CHAIR BERTHA KELLY MCELRATH, PAUL PERRETT, UNZELL KELLEY. RANDALL DUNHAM NOT PRESENT.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION WAS GIVEN BY COMMISSIONER RANDALL DUNHAM. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

APPROVE AGENDA

MOTIONED BY COMMISSIONERS PAUL PERETT AND SECONDED BY UNZELL KELLEY TO APPROVE THE AGENDA. UNANIMOUSLY APPROVED

READING OF MINUTES

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO DISPENSE READING OF MINUTES. UNANIMOUSLY APPROVED

2998

CONSENT AGENDA

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO APPROVE FOR THE CHAIRMAN, VICE CHAIRMAN AND ADMINISTRATOR TO AUTHORIZE TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. UNANIMOUSLY APPROVED

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

Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street * P. O. Box 279 Rockford, Alabama 35136 Office: 256-377-4922/1803 * Fax 256-377-1244 Jail: 256-377-2211 * Fax 256-377-2690

Email: office/acoosaso.com * Website: www.coosacountyso.org





To: Coosa County Commission From: Coosa County Sheriff's Office

Date: January 12, 2018

Re: Trenton Devontea Davenport - End of Probation

MESSAGE:

According to our memo dated July 17, 2017, this is to inform you that Trenton D. Davenport has completed his Basic Academy training as a Deputy. His rate of pay should increase by \$0.32 with a retro date of November 16, 2017. His rate of pay now should be \$13.48.

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

Terry Wilson, Sheriff

Terry Wilson, Sheriff

296 School Street P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

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





To: Coosa County Commission

From: Coosa County Sheriff's Office

Date: January 12, 2018

Re: William Bryan Davis - End of Probation

MESSAGE:

William B. Davis has completed his six (6) months' probation period as of December 26, 2017. His rate of pay should increase to \$11.96 per hour. He is now eligible to receive his vacation and leave hours.

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

BOX 10

Terry Wilson, Sheriff

296 School Street • P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 * Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

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



MEM()

February 1, 2018

Coosa County Commission P O Box 10 Rockford, AL 35136

Dear Sirs:

I have decided to promote Cpl. Charles Ebert to Sergeant. Effective February 17, 2018 Cpl. Ebert will assume all authority and responsibility of this position. Furthermore, his salary is to be increased by \$0.10 per hour from \$12.21 to \$12.31 per hour effective this date.

Thank you for your assistance to this achievement.

Sincerely,

Terry Wilson

Sheriff

Terry Wilson, Sheriff

296 School Street • P. O. Box 279
Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

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



MEM()

February 1, 2018

Coosa County Commission P O Box 10 Rockford, AL 35136

Dear Sirs:

I have decided to promote Lt. Scott E. Hammond to Captain. Effective February 17, 2018 Lt. Hammond will assume all authority and responsibility of this position. Furthermore, his salary is to be increased by \$0.15 per hour from \$15.24 to \$15.39 per hour effective this date.

Thank you for your assistance to this achievement.

Sincerely,

Terry Wilson Sheriff



Terry Wilson, Sheriff

296 School Street • P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

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



MEMO

To:

Coosa County Commission

From: Coosa County Sheriff's Office

Date: February 6, 2018

RE:

Matthew Shane House - Terminated

Message:

Effective February 2, 2018, Matthew S. House position as a deputy has been terminated Please provide a live check to this office and we will forward to him once he has returned all of this office property.

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

Joseph Davidson, Chief Deputy

Terry Wilson, Sheriff

296 School Street • P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 = Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

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



February 2, 2018

Attn: Bridgete Graham,

Reference: Jimmy Hale

Effective February 2, 2018 Officer Jimmy Hale has turned in a letter of resignation and has also turned in all issued equipment. He has met all required obligations and is due all moneies owed to him.

Michael D. Mull Captain CCSO



Terry Wilson, Sheriff

296 School Street • P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 * Fax 256-377-1244

Jail: 256-377-2211 * Fax 256-377-2690

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



MEMO

Coosa County Commission To: From: Coosa County Sheriff's Office

Date: January 23, 2018

RE: Lisa Michelle Cannon - Terminated

Message:

Effective January 23, 2018, Lisa Cannon's employment has been terminated

Michael D. Mull, Captain

Date

1/23/18-

NEW BUSINESS

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO TABLE THE APPROVAL TO PARTICIPATE IN OPIOID LAWSUIT WITH REPRESENTATION BY BEASLEY ALLEN UNTIL THE NEXT MEETING ON MARCH 13, 2018. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY BERTHA KELLY MCELRATH TO MOVE APPROVAL OF CONTRACT WITH ICOTECH FOR UPGRADES TO JAIL SECURITY SYSTEMS FROM LINE ITEM #2 TO THE END OF THE AGENDA WITH LINE ITEM #8. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY BERTHA KELLY MCELRATH THE APPROVAL OF NEW VOTING PLACES VENUE LEASES. UNANIMOUSLY APPROVED

STATE OF ALABAMA)	LEASE AGREEMENT FOR VOTING PLACE
COUNTY OF COOSA)	

THIS LEASE AGREEMENT is entered into this ______ day of February, 2018, by and between the EQUALITY UNITED METHODIST CHURCH, 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 AL. Highway 259, Equality, Alabama 36026, known as the "New 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

- 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;
 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

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 UNITED METHODIST CHURCH

281 AL. Highway 259 Equality, Alabama 36026

Lessee: COOSA COUNTY

9.02

P. O. Box 10 Rockford, Alabama 35136

This agreement shall be binding upon and inure to the benefit of the parties hereto and their

- 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.

1	E	S	50)	R	

WITNESS:

EQUALITY UNITED METHODIST CHURCH

(Sign Name)

Angle Jones

(Print Name)

by: Cd. (B.J.) Holosworth, Council Chairman

Janie Johnie TONIA J. GUTHRIE (Print Name)

BECKY SCOTT. Pastor

LESSEE:

COOSA COUNTY, a body corporate

BRIDGET H. GRAHAM

County Administrator

ATTEST:

TODD I ADAMS

Chairman

STATE OF ALABAMA)	
COUNTY OF COOSA)	LEASE AGREEMENT FOR VOTING PLACE

THIS LEASE AGREEMENT is entered into this day of February, 2018, by and between the COMMUNITY LIFE CENTER OF COOSA COUNTY, INCORPORATED, 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 188 Coosa County Road 30, Kellyton, Alabama 35089, known as the "Community Life Center", 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

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: COM

COMMUNITY LIFE CENTER OF COOSA COUNTY,

INCORPORATED

188 Coosa County Road 30 Kellyton, Alabama 35089

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.

LESSOR:

(Signed Name)

ATTEST:

COMMUNITY LIFE CENTER OF COOSA COUNTY, INCORPORATED

by:

Board Member

LESSEE:

COOSA COUNTY, a body corporate

BRIDGET H. GRAHAM

County Administrator

ATTEST:

Chairman

STATE OF ALABAMA)	
)	LEASE AGREEMENT FOR VOTING PLACE
COUNTY OF COOSA)	

THIS LEASE AGREEMENT is entered into this ______ day of February, 2018, by and between the TOWN OF KELLYTON, ALABAMA, 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 179 Church Street, Kellyton, Alabama 35089, known as the "Kellyton Civic Complex Cafeteria", 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

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:

TOWN OF KELLYTON, ALABAMA

P. O. Box 75

Kellyton, Alabama 35089

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.

LESSOR:

ATTEST:

TOWN OF KELLYTON, ALABAMA

Exp; 05/07/21

KAREN KEEL Notary Public Alabama State at Large

JOHNNY SHARPE

Mayor

LESSEE:

ATTEST:

COOSA COUNTY, a body corporate

BRIDGET H. GRAHAM **County Administrator**

Chairman

STATE OF ALABAMA)	
)	LEASE AGREEMENT FOR VOTING PLACE
COUNTY OF COOSA)	

THIS LEASE AGREEMENT is entered into this 13⁴⁴ day of February, 2018, by and between the CITY OF GOODWATER, ALABAMA, 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 22012 AL. Highway 9, Goodwater, Alabama, known as the "Goodwater Community Center", 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;

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

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:

CITY OF GOODWATER, ALABAMA

P. O. Box 45

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.

LESSOR:

ATTEST:

CITY OF GOODWATER, ALABAMA

TINA LAUDERDALE

City Clerk

by: Aslest for Xyahar

Mayor

LESSEE:

ATTEST:

COOSA COUNTY, a body corporate

BRIDGET H. GRAHAM

County Administrator

by:

TODD J. ADAMS

Chairman

MOTION BY COMMISSIONERS PAUL PERRETT AND SECONDED BY BERTHA KELLY MCELRATH	THE
APPROVAL OF RESOLUTION DESIGNATING NEW VOTING PLACES. 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 June 5, 2018 and continuing thereafter for each subsequent election unless changed by this Commission:

	PRECINCT:	CURRENT VOTING PLACE :	NEW VOTING PLACE :
1.	0108 and 0111	Equality Fire Department 530 AL. Hwy. 9 Equality, AL 36026	Equality United Methodist Church New Fellowship Hall 281 AL. Hwy. 259 Equality, Alabama 36026
2.	1909	Cottage Grove Day Care Center 1723 Coosa County Road 30 Kellyton, Alabama 35089	Community Life Center of Coosa County, Incorporated Community Life Center 188 Coosa County Road 30 Kellyton, Alabama 35089
3.	0302 and 0306	Kellyton Fire Department Community Building 377 Firehouse Road Kellyton, Alabama 35089	Town of Kellyton, Alabama Kellyton Civic Complex Cafeteria 179 Church Street Kellyton, Alabama 35089
4.	0401 and 0404	Old Railroad Depot 59 Depot Circle Goodwater, Alabama 35072	City of Goodwater, Alabama Goodwater Community Center 22012 AL. Highway 9 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 13⁴h day of February, 2018.

ATTEST:

COOSA COUNTY COMMISSION:

Bridget H. Graham, County Administrator

by: Jodel Odan Todd J. Adams Chairman MOTION BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL OF BUDGET AMENDMENTS FOR SHERIFF AND JAIL. UNANIMOUSLY APPROVED

Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street • P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 = Fax 256-377-1244
Jail: 256-377-2211 = Fax 256-377-2690

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



Coosa County Commissioners

From: Sheriff Terry Wilson Date: February 9, 2018

RE: 2017 – 2018 Budget Amendments

Sheriff Terry Wilson would like to request the following line items to be amended for each department:

SHERIFF'S BUDGET

Line Item 116	Annual Budget	Department Request	Budget Adjustment
Overtime	\$600	\$900	\$300 (+)
Line Item 211	Annual Budget	Department Request	Budget Adjustment
Office Supplies	\$5,050	\$4,750	(\$300)

JUSTIFICATION: This amendment will help bring Line Item 116 within the monthly percentage.

Total Amount Amended = \$300 - Overall Effect 0

JAIL BUDGET

Line Item 203	Annual Budget	Department Request	Dorder & E
Supplies Inmate - All	\$1,000	\$1,750	Budget Adjustment \$750 (+)
Line Item 235	Annual Budget	Department Request	Budget Adjustment
Computer Hdwr & Maintenance	\$1,750	\$1,000	(\$1,000)

JUSTIFICATION: This amendment will help bring Line Item 203 withing the monthl percentage.

Total Amount Amended = \$750 - Overall Effect 0

COURTHOUSE SECURITY

NO ADMENDMENTS

Ten Welm

MOTION BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL OF BUDGET AMENDMENTS FOR COMMISSION OFFICE. UNANIMOUSLY APPROVED



Coosa County Commission

Post Office Box 10 ROCKFORD, ALABAMA 35136-0010

BRIDGET H. GRAHAM, CPA, CGMA ADMINISTRATOR PHONE (256) 377-1350 FAX (256) 377-2524

DISTRICT 1
RANDALL DUNHAM

DISTRICT 2
BERTHA KELLY

DISTRICT 4
PAUL PERRETT

DISTRICT 3 UNZELL KELLEY

DISTRICT 5 TODD J. ADAMS CHAIRMAN

February 12, 2018,

The County Commission Administrative office respectfully asks to increase the County Commission budget under the Line Item #253 "Advertising" from \$1000 to \$6000 which represents an increase of \$5000 from the present budget.

When proposed legislation was submitted, coverage of advertising costs was not discussed and the Commission's budget cannot absorb the huge advertising cost. Please see attached listing.

In the future, officials or offices responsible for payment for advertisement of proposed bills should be decided in advance of Commission approval.

Thank you for your consideration of this increase.

Regards,

Bridget Groham

Bridget Graham, County Administrator

1,8,15 1,8,15 1,8,15 1,8,15 1,8,15 1,2,19 & Pending 12,19 & Pe	ves Ves Ves Ves Ves Ves Ves Ves	10 189179	8 189055 9 189060	6 189051 7 189054	4 189035 5 189040	3 188895	2 188877		Bill Bill Bill Bill Reference
ng ng ng ng ng diawm	Allows Sherriff to apply for Debit/Credit Card-No Monetary Benefit Additional Booking Fees-Benefits 2/3 Sheriff Fund and 1/3 General Fund FTA Warrants Additional \$100- Benefits Sheriff Law Enforcement Fund \$25, Circuit Clerk \$25, General Fund for operation of Sheriff Office Amends distribution of proceeds of tobacco tax -Benefits General Fund Reinstatement Fees - Probate Judge Additional Driver's License Fee-Benefits ing Probate Office Additional Fee for Marriage Lic & Adoption-Benefits Gen Fun and Probate Office 50/50 Fees for Remote Access of Records- Benefits Probate Office Fees for Scanning, Faxing, Electronic Transmittal-Benefits Probate Office Severance Tax Renewal - Possible Issues with the way this bill is written-will be working out at 01/09 meeting tomorrow.	1784	15,12,19 &	Jan 5,12,19 & 26 Jan 5,12,19 & 26	11/14/2017 26 11/14/2017	Dec. 1,8,15 and 22	and 22 Dec. 1,8,15 and 22	0,	chenry
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	w w w w w w w	e Tax Renewal - Possible Issues way this bill is written-will be out at 01/09 meeting tomorrow.	Remote Access of Records- Probate Office Scanning, Faxing, Electronic ttal-Benefits Probate Office	nal Driver's License Fee-Benefits Office Narriage Lic & n-Benefits Gen Fun and Probate 1/50	distribution of proceeds of tax-Benefits General Fund ement Fees - Probate Judge awn)	rund and 1/3 General Fund rrants Additional \$100- Benefits Law Enforcement Fund \$25, Circu 15, General Fund for operation of	o Monetary Benefit nal Booking Fees-Benefits 2/3	Shorriff to anoth for	N. Sent to Sen & Rep

MOTION BY COMMISSIONERS PAUL PERRETT AND SECONDED BY BERTHA KELLY MCELRATH TO MOVE AGENDA LINE ITEM #6 THE APPROVAL TO FUND PART-TIME CORRECTIONAL OFFICER TO CONSIDER WITH LINE ITEM #8. UNANIMOUSLY APPROVED

MOTION BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY THE APPROVAL TO RENEW THE COOSA COUNTY PROPERTY TAX LEVY FOR THE TAX YEAR BEGINNING OCTOBER 1, 2017. UNANIMOUSLY APPROVED

COOSA COUNTY PROPERTY TAX LEVY

WHEREAS, Act 2014-433 requires that, at its first regular meeting in February 2018, the Coosa County Commission shall levy the general and special ad valorem taxes for the county for the tax year which began on October I, 2017; and

WHEREAS, the tax levy established by the Coosa County Commission shall include the rate or rates at which the taxes shall be assessed and collected and the purposes for each tax levied; and

WHEREAS, pursuant to Act 2014-433, the general and special ad valorem tax levies, rates and purposes established at the first regular meeting February 2018 shall remain in place in all subsequent tax years until and unless altered by the Coosa County Commission pursuant to a change in tax rate by general law.

NOW THEREFORE BE IT RESOLVED and ordered by the Coosa County Commission that the following taxes are hereby levied at the rate or rates and for the purposes set out below, and shall be assessed and collected for the tax year beginning October I, 2017; and for each subsequent tax year until and unless altered by the county commission pursuant to a change in tax rate by general law;

TOTAL TAXES RATES		26.00 MILES
SPECIAL	5.00	19.50
DISTRICT	3.00	
COUNTY WIDE	4.00	
SCHOOL:		
ROAD AND BRIDGE	2.50	
GENERAL	5.00	
COUNTY:		
SCHOOL	3.00	6.50
SOLDIER	1.00	
GENERAL	2.50	
STATE:		
TAXES	MILE	ES

BE IT FURTHERE RESOLVED and ordered by the Coosa County Commission that it does hereby certify this tax levy to the county tax assessing official by copy of this resolution which levy includes the rate or rates of taxation and the purposes for which each tax is levied.

BE IT FURTHER RESOLVED and ordered by the Coosa County Commission that, pursuant to Act 2014-433, this certification shall remain in full force and effect until and unless altered by the Coosa County Commission pursuant to a change in tax rate by general law.

IN WITNESS WHEREOR, the Coosa County Commission has caused this Resolution to be executed in its name and on its behalf by its chairman on this the 13th day of February, 2018.

Jodd Jude____ Chairman, Coosa County Commission MOTION BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELELY TO GO INTO EXECUTIVE SESSION ON (1) APPROVAL FOR RENOVATIONS AND UPGRADES TO COUNTY JAIL SECURITY SYSTEMS, (2) APPROVAL OF CONTRACT WITH ICOTECH FOR UPGARDES TO JAIL SECURITY SYSTEM, (3) THE APPROVAL TO FUND PART-TIME CORRECTIONAL OFFICER. UNANIMOUSLY APPROVED

MOTION BY COMMISSIONERS PAUL PERRETT AND SECONDED BY BERTHA KELLY MCELRATH TO COME OUT OF EXECUTIVE SESSION. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM THE APPROVAL OF CONTRACT WITH ICOTECH FOR UPGRADES TO JAIL SECURITY SYSTEMS. UNANIMOUSLY APPROVED

CONTRACT FOR RENOVATION, UPGRADING AND MAINTAINING JAIL SECURITY SYSTEM

The Service Company is a company engaged in the business of selling, servicing and maintaining door locking control systems. The Customer is the owner of a building utilized as the County Jail located at 296 School Street (Facility), and is the owner of the security door locking control, intercom and access control systems located in that secured Facility (Security Systems).

The Service Company desires to renovate, upgrade and maintain the Security Systems. The Customer desires to have the Service Company furnish equipment and service to renovate and upgrade the Security Systems as well as maintenance and warranty for the Security Systems. It is therefore agreed:

Article 1 Term of Contract

1.01 The term of this Agreement shall commence on the date shown above and shall continue in full force and effect until the end of the 36 month period following certification of the Security System as provided in paragraph 4.02 below.

Article 2 Services to be Performed by Service Company

- 2.01. Description of Security Services.
- (a) Service Company will renovate and upgrade the existing security system by providing the following equipment for the Facility and Security Systems:

Main Control

- Provide (1) 24" Touch Screen Work Station
- Provide (1) UPS Battery backup systems for work station.

Equipment Room (A)

- Provide (2) ECON Swing Door Controllers (Panel mounted)
- Provide (1) Wall Mount Enclosure

Equipment Room (B)

o Provide (2) ECON Swing Door Controllers (Panel mounted)

OLD BUSNIESS

MOTIONED BY COMMISSIONERS TODD ADAMS AND SECONDED BY UNZELL KELLEY TO TABLE THE PROPOSED RETIREE INSURANCE POLICY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY THE APPROVAL OF RESOLUTION IN SUPPORT OF LAKE MARTIN RCLCO. UNANIMOUSLY APPROVED

COOSA COUNTY COMMISSION RESOLUTION

BE IT RESOLVED, by the Coosa County Commission that support is offered for the new updated fiscal and economic impact of Lake Martin study,

AND be it further resolved that because Lake Martin has a presence in Coosa County its importance will not be overlooked,

AND that revenue from economic activity on and around Lake Martin has and will continue to benefit Coosa County going forward,

THE important of this impact study will give further information to Coosa County for planning purposes dealing with expected revenue from Lake Martin,

THIS information may be used during the budget planning process for Coosa County now and in future years,

AND whereas this study gives content in real time to the present and future importance of expected revenue and economic stability of Lake Martin,

THEREFORE be it resolved that the Coosa County Commission does hereby support this study of the fiscal and Economic impact of Lake Martin to the fullest extent.

Done this 13th day of February in the year of 2018.

IN WITNESS WHEREOF, the Coosa County Commission has caused this resolution to be executed in its name and on its behalf on this 13th of February 2018.

CHAIRMAN TODD ADAMS

VICE CHAIRMAN, BERTHA KEI

UNZELL KELLEY

RANDALL DUNHAM

MOTION TO ADJOURN

MOTIONED BY COMMISSIONER RANDALL DUNHAM AND SECONDED BY BERTHA KELLY MCELRATH TO ADJOURN. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 13Th DAY OF MARCH, 2018.

Bortha helly McElrath

VICE CHAIRMAN, BERTHA KELLY MCELRATH

UNZELL KELLEY

RANDALL DUNHAM

AGENDA COOSA COUNTY COMMISSION March 13, 2018 9:30 AM

WELCOME

PUBLIC COMMENTS: (1) Ms. Amber Sutton of Safe Shelby – Sexual Assault Awareness Month Proclamation

(2) Mrs. Jodi McDade representing the Lower Pinhoti/Flagg Mountain Chapter of the Alabama Hiking Trail Society and Mr. Ricky Porch representing the Alabama Forestry Commission -Update on Flagg Mountain

(3) Diandra D"brosse of Prince, Glover and Hayes-Opioid Litigation

(4) Joanna Griffin of AFLAC - Open Enrollment

(5) Twanna Robbins and Kelly Hodges with the American Red Cross -Informational

(6) Chiefs Wade Turner and Mark Shaw of Equality Fire Dept – 911

ELECTED OFFICIAL COMMENT:

CALL TO ORDER
COMMISSION ROLL CALL
INVOCATION, PLEDGE OF ALLEGIANCE
APPROVE AGENDA
READING OF MINUTES
AWARDS AND PRESENTATIONS:

CONSENT AGENDA- MOTION AND SECOND TO APPROVE

(A) Motion for Chairman, Vice Chairman and Administrator to authorize to issue and sign checks for payment of monthly expenses and payroll.

(B) Motion to approve changes in employees: job description, salary, work hours, status (including budget approved raises).

NEW BUSINESS

(1) Approval to agree with Verizon settlement agreement regarding Repair of 2017 Ford Interceptor (Decal 1300) – Sheriff Wilson

(2) Approval of Resolution and Administrative Contract with East Alabama Regional Planning and Development Commission for Community Development Block Grant to assist in the repaving and improvement of Coosa County Road 52 and Coosa County Road 73-Commissioner Kelley

- (3) Approval of Resolution regarding adoption of "Standards of Conduct" requirements relative to Community Development Block Grant programs an project Commissioner McElrath
- (4) Approval of Proclamation Declaring April as "Sexual Assault Awareness Month"-Chairman Adams
- (5) Approval to participate in "Don't Drop It on Alabama" Spring Cleanup scheduled for April 21 thru April 28, 2018-Chairman Adams
- (6) Approval of Paul Perrett as Coordinator of AL PALS "Don' Drop It on Alabama" Spring Clean-Up scheduled for April 21 thru April 28, 2018 Chairman Adams
- (7) Approval to begin forming a 2020 Census Complete County Committee with one appointment from each Commissioner and one appointment from the Probate Judge, Revenue Commissioner and Sheriff Administrator Graham
- (8) Approval to re-declare surplus inventory under former Commission Administration dating August 2015 and earlier (See listing)-Captain Mull
- (9) Approval to declare Assets #700797, #700798, #700820 and #700355 as obsolete-Captain Mull
- (10)Approval for Maintenance Manager, Todd Brown, to select vendor from estimates received for (2) Trane Units to replace failing existing units.-Chairman Adams and Maint Mgr. Brown (11)Approval to set County Fees for fiscal year 2018-2019 for Alcohol Licensing-Administrator Graham

OLD BUSINESS

(1) Approval to join Opioid Lawsuit with law firm utilized to be determined.- Attorney Johnson

STAFF REPORTS

Administrator

Engineer

Attorney- EMA

Courthouse Maintenance-

Nutrition-

Safety Coordinator-

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

MINUTES

COOSA COUNTY COMMISSION

MARCH 13, 2018

9:30 A.M.

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE MARCH 13, 2018 FOR ITS REGULAR MEETING WITH VICE-CHAIRMAN TODD ADAMS, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF CHAIRMAN-TODD ADAMS, VICE CHAIR BERTHA K. MCELRATH, PAUL PERRETT, UNZELL KELLEY, AND RANDALL DUNHAM.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION WAS GIVEN BY COMMISSIONER RANDALL DUNHAM. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

APPROVE AGENDA

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO APPROVE THE AGENDA. ALSO, WITH THE APPROVAL TO AWARD THE STATE OF THE BRIDGE CONTRACT. UNANIMOUSLY APPROVED

READING OF MINUTES

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO DISPENSE READING OF MINUTES. UNANIMOUSLY APPROVED

AWARDS AND PRESENTATION

NONE

CONSENT AGENDA

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO APPROVE FOR THE CHAIRMAN, VICE CHAIRMAN AND ADMINISTRATOR TO AUTHORIZE TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. UNANIMOUSLY APPROVED

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

Coosa County Sheriff's Office

Terry Wilson, Sheriff 296 School Street • F. O. Box 279

Rockford, Alabama 35136 Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

Email: office@eoosaso.com . Website: www.coosacouptyso.org



To: Coosa County Commission

From: Coosa County Sheriff's Office

Date: February 20, 2018

Re: Jesse Clair Yarbrough - New Hire - Transport Officer

MESSAGE: New Hire

Effective February 21, 2018, Jesse C. Yarbrough is employed by the Coosa County Sheriff's Office as a part-time Transport Officer. His rate of pay will be \$10.20 per hour. On completion of his six (6) month probationary period, he will receive an increase in pay. Yarbrough will not receive any benefits with this position.

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

Terry Wilson, Sheriff

2/20/18 Date Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street * P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 * Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

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



To: Coosa County Commission

From: Coosa County Sheriff's Office

Date: March 1, 2018

Re: Travis Ray Ward - New Hire - Correction-Officer/Dispatcher

MESSAGE: New Hire

Travis R. Ward is employed by the Coosa County Sheriff's Office as a Correctional Officer/Dispatcher. His date of hire will be March 5, 2018. Ward's rate of pay will be \$11.61 per hour. On completion of his six (6) month probationary period, he will receive an increase in pay.

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

Terry Wilson, Sheriff



Terry Wilson, Sheriff

296 School Street • P. O. Box 279 Rockford, Alabama 35136

Office: 256-377-4922/1803 * Fax 256-377-1244 Jail: 256-377-2211 * Fax 256-377-2690

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





To: Coosa County Commission

From: Coosa County Sheriff's Office

Date: March 6, 2018

Re: Kennedy D.W. Locklear - End of Probation

MESSAGE:

Kennedy D.W. Locklear completed his six (6) months' probation period on March 5, 2018. His rate of pay should increase to \$11.96 per hour. He is now eligible to receive his vacation and leave hours.

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

Terry Wilson, Sheriff

Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street • P. O. Box 279 Rockford, Alebarea 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

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





To: Coosa County Commission

From: Coosa County Sheriff's Office

Date: February 15, 2018

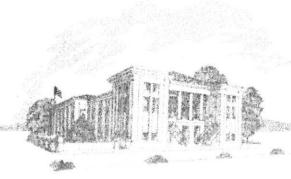
Re: Joshua Lee Jones - Ten Years of Service

Message:

As of January 24, 2018, Deputy Joshua L. Jones has completed his ten (10) Years of Service and is eligible to accrue vacation leave hours at six (6) hours per pay period effective immediately.

Teny Wilson

Date / 15/18



BRIDGET H. GRAHAM, CPA, CGMA ADMINISTRATOR PHONE (256) 377-1350 FAX (256) 377-2524 Coosa County Commission

Post Office Box 10 FIOCKFORD, ALABAMA 35136-0010

DISTRICT 2 , BERTHA KELLY

DISTRICT 4
PAUL PERRETT

DISTRICT 3 UNZELL KELLEY DISTRICT 5 TODD J. ADAMS CHAIRMAN

March 13, 2018

To: The Coosa County Commission PO Box 10 Rockford, AL 35136

Dear Commissioners:

I, County Administrator along with Maintenance Supervisor, Todd Brown, are recommending that Elda "Mae" Wooten be promoted to "Custodian II" effective March 23, 2018. Ms. Wooten has demonstrated an excellent work ethic since her employment in April 2014. Her new rate per hour will increase from \$8.96 per hour to \$9.25 per hour effective March 23, 2018.

Yoda Brown

DISTRICT 1

RANDALL DUNHAM

Regards,

Bridget Graham

Bridget Graham, County Administrator Todd Brown, Maintenance Supervisor

COOSA COUNTY JOB DESCRIPTION

Job Title:

Custodian II

Department:

Maintenance

FLSA:

Grade:

Job Description Prepared: March 2017

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:

Maintenance Manager

Subordinate Staff:

None

Other Internal Contacts:

County Employees

External Contacts:

General Public

Job Summary

Under the supervision of the Maintenance Manager, the employee maintains cleanliness and sanitary conditions of assigned County office buildings. The employee performs office furniture cleaning and upkeep as needed. The employee operates equipment and utilizes tools in cleaning. Additional duties include preparing paperwork for the Maintenance Manager as required, initiating purchase orders for all cleaning supplies for general facilities, assisting Maintenance Manager with projects and/or maintenance work as needed.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability, which is covered by the ADA, must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation. The list of essential functions is to be used as a starting point to determine essential functions for a specific position at a specific location at a specific time.

ESSENTIAL FUNCTION: Building Custodian. Employee cleans the Board of Education, Driver's License/Adult Probation, Courthouse and Coosa County Extension Offices.

- 1. Performs custodial duties in assigned buildings.
- Checks availability of needed equipment, tools, and cleaning agents; requests needed items.
- 3. Uses hand tools, cleansers, and disinfectants in accomplishing tasks.
- Cleans bathrooms, including toilets, sinks and floors and make necessary replacements of bathroom items.
- 5. Vacuums, sweeps, mop and buffs floors.
- Empties trash and disposes of refuse.
- 7. Cleans offices by dusting furniture, cleaning windows and work surfaces in preparation for daily business.
- 8. Sets up rooms and arranges tables and chairs in preparation for meetings.
- 9. Cleans public areas including handrails and elevator.
- 10. Responds to cleaning requests and needs.

ESSENTIAL FUNCTION: Department Operations. Employee ensures daily operations of cleaning is maintained; ensures efficient operation of the department for special needs and projects.

- Follows daily and weekly cleaning schedule as established.
- 2. Assists with special needs and projects.
- Utilizes safety and protective equipment.
- 4. Drives between county buildings.
- 5. Performs other duties as assigned.

Knowledge, Skills and Abilities (* Can be acquired on the job)

- 1. *Knowledge of County rules, regulations, policies and procedures.
- 2. *Knowledge of County buildings and facilities.
- *Knowledge of safe use of cleaning products.
- Knowledge of operating cleaning equipment (floor machines, vacuums, etc.).
- Knowledge of good housekeeping and cleaning techniques and procedures.
- 6. Knowledge of safety rules including accident causation and prevention.
- Reading skills to comprehend operator manuals, directives, procedures and instructions.
- 8. Verbal skills to communicate effectively with supervisor and co-workers.
- Ability to follow directions.
- 10. Ability to read instructions and operator manuals.
- 11. Ability to wear safety gear and protection equipment.
- 12. Ability to lift and carry items and equipment.
- 13. Ability to use cleaning equipment
- 14. Ability to organize and multi-task.
- 15. Ability to use hand tools and equipment (mop, broom, etc.).
- 16. Ability to work independently or part of a work group.
- 17. Ability to work with cleansers, chemicals, etc.
- 18. Ability to drive.

Minimum Qualifications

- 1. Experience as a custodian or housekeeper is preferred.
- Possess a current and valid driver's license.
- Ability to lift and operate equipment.
- Ability to learn skills and tasks.

Physical Demands

The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting moderately heavy items such as record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

Work Environment

The work involves moderate risks or discomforts which require special safety precautions, e.g., working around moving parts, carts, or machines; with contagious diseases or irritant chemicals, etc. Employees may be required to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves or shields.

NEW BUSINESS

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY PAUL PERRETT THE APPROVAL TO AGREE WITH VERIZON SETTLEMENT AGREEMENT REGARDING REPAIR OF 2017 FORD INTERCEPTOR (DECAL 1300). UNANIMOUSLY APPROVED

Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street * P. O. Box 279 Rockford, Alabama 35136 Office: 256-377-4922/1803 * Fax 256-377-1244

ffice: 256-377-4922/1803 * Fax 256-377-1244

Jail: 256-377-2211 * Fax 256-377-2690

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





TO:

Coosa County Commission

DATE:

March 7, 2018

RE:

Reimbursement for PO 180164

FROM: Coosa County Sheriff's Office, Fleet Management

The Coosa County Sheriff's Office with permission from the Coosa County Commission switched from Southern Linc to Verizon service for all Deputies. With this changing in service providers several options were made available. The Mobile Data Jetpacks, and the Verizon Network Fleet Management system. The Sheriff's Office tried the Jetpacks and found the service to be lacking and opted for the Network Fleet Management System. This required the installation of a GPS Tracking Device in the designated vehicles.

During the installations of these devices the 2017 Ford Interceptor Decal 1300 was damaged. The wiring harness had become broken and the vehicle was sent to Stivers Ford for diagnosis. Due to the damage occurring to the main wiring harness the repair cost was \$2,342.70. A Purchase Order was requested for repair to have the vehicle back to mission ready status.

In consultation with our County Attorney, the Sheriff's Office reported the problem to Verizon.

Verizon representatives reviewed the claim and approved the claim for full reimbursement.

In order to process this reimbursement the Coosa County Commission (owners of the vehicle) are required to sign the settlement agreement with Verizon, stating that the vehicle has been repaired and that Verizon will not be sought for any other financial reimbursement due to the above mentioned incident.

Sheriff Terry Wilson

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, the Customer and Networkfleet enter into this Settlement Agreement to resolve any and all claims, demands, damages, costs, fees, and expenses (including without limitation attorney's fees) incurred by or on behalf of Customer in connection with Customer's allegations regarding the December 5, 2017 installation of a Networkfleet device in the Customer's 2017 Ford Interceptor (the "Auto") and vehicle performance issues that followed (the "Incident"), and

WHEREAS, the parties have negotiated the terms and conditions of this Settlement Agreement for the benefit of each party.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

- 1. Customer and its representatives, employees, agents, affiliates, successors and assigns do hereby completely and irrevocably release and forever discharge Networkfleet, its officers, directors, shareholders, agents, affiliates, employees, successors and assigns from any and all claims and rights (including, without limitation, rights of set-off and recoupment, demands, actions, obligations, and causes of action of any and every kind, nature and character, known and unknown) that Customer asserted or could have asserted against Networkfleet or any other person or entity arising out of or relating to the Auto or the incident in any court of law or before any administrative agency, state or federal, or arbitrator prior to the execution of this Settlement Agreement for acts or omissions relating to the Auto or the Incident occurring or having occurred on or prior to the date hereof.
- 2. In exchange and as consideration for Customer's execution of this Agreement and its full and unconditional agreement to all of the terms, provisions, and requirements set forth herein, Networkfleet agrees to pay to Customer (as described below) the total sum of \$2,342.70 within five (5) business days after both 1) execution of this Agreement by Customer and 2) provision of an accurate and complete W9 form from the necessary party. The total sum of \$2,342.70 will be paid by check payable to the order of Coosa County Commission and mailed to P. O. Box 10, Rockford, Alabama 35136. The Customer hereby acknowledges the sufficiency, adequacy, and receipt of such consideration.
- 3. Each party acknowledges that, in executing this Settlement Agreement, it (i) has been fully able to retain or consult with counsel of its own choosing in negetiations for, and the preparation of, this Settlement Agreement, (ii) understands and is fully aware of its contents and of its legal effect, (iii) is voluntarily entering into this Settlement Agreement having had the opportunity to seek legal advice, and (iv) has not relied upon any representations or statements made by the other party or its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Settlement Agreement or otherwise beyond the representations and statements expressly contained herein.
- 4. The parties understand and agree that: (i) this is a compremise setilement of disputed claims and that the execution of this Settlement Agreement shall not be deemed or construed as an admission by any party of liability or responsibility for any purpose; (ii) liability for any and all claims is denied by parties hereto; (iii) this Settlement Agreement is and shall be binding upon and shall inure to the benefit of the parties and their predecessors, successors and assigns, agents, officers and employees; (iv) the terms set forth herein are confidential and shall not be disclosed or communicated to any third party except to any auditors or as required by any court of competent jurisdiction or as otherwise required by law; (v) no evidence concerning this Settlement Agreement, its contents, or negotiations related to it shall be offered into evidence in any proceeding other than a proceeding to enforce this Settlement Agreement, unless compelled by court order; (vi) this Settlement Agreement shall be governed by and construed in accordance with the law of the State of New York, excluding its conflicts of law provisions; and (vii) this Settlement Agreement may not be modified except in writing signed by both parties. The Customer agrees that it shall not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, to any person whatsoever, about Networkfleet. For purposes of the preceding sentence, a disparaging statement or representation is any communication which, if publicized to another, would quality of the person or entity to whom the communication relates.
- 5. The parties hereto, and each of them, including each person signing below on behalf of a party, represent and warrant that:
 (i) their respective signatories are fully authorized to enter into the terms and conditions stated herein, to execute this Settlement Agreement, and to bind legally the party on whose behalf they are signing, and (ii) they are the owners of, and have not sold, assigned, conveyed, or otherwise transferred, prior to execution of this Settlement Agreement, any claim, demand, cause of action, obligation, damage or liability released in or related to this Settlement Agreement.
- 6. Notwithstanding any term herein, the rights and obligations of any non-disclosure agreement, confidentiality agreement, or other such similar document between Networkfleet and Customer shall remain in full force and effect.
- 7. This Settlement Agreement may be executed in counterpart having the same force and effect as an original. The parties further understand and agree that no legal obligations shall arise under this Settlement Agreement unless and until each party has signed its respective copy of it.

IN WITNESS WHEREOF, each party has caused its authorized representative to execute this Settlement Agreement as of the Effective Date

IN WITNESS WHEREOF, each party has caused its autr	norized representative to execute this Settlement Agreement as of the Effective Date	e.
Networkfleet Inc.	CUSTOMER NAME: Coosa County Commission on behalf of the Coosa County Sheriff's Office	
By: Jodd 9 adams Name: Todd Adams Title: Ommission Chair	By: Name: Todd J. Adams Title: Commission Chairman	
Networkfleet//Release Agreement	Confidential v. 2.17	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is entered into by and between Networkfleet Inc. ("Networkfleet") and the Coosa County Commission on behalf of the Coosa County Sheriff's Office ("Customer") on this _______ day of _______, 2018 the "Effective Date"). Capitalized terms used herein but not defined shall have the maching given to them in the Networkfleet NJPA Hardware and Service Order dated October 19, 2017, by and between Networkfleet and Customer for six units (including, if applicable, all Services Order Forms thereto, the "Agreement").

WHEREAS, the Customer and Networkfleet enter into this Seitlement Agreement to resolve any and all claims, demands, damages, costs, fees, and expenses (including without limitation attorney's fees) incurred by or on behalf of Customer in connection with Customer's allegations regarding the December 5, 2017 installation of a Networkfleet device in the Customer's 2017 Ford Interceptor (the "Auto") and vehicle performance issues that followed (the "Incident"), and

WHEREAS, the parties have negotiated the terms and conditions of this Settlement Agreement for the benefit of each party,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

- 1. Customer and its representatives, employees, agents, affiliates, successors and assigns do hereby completely and irrevocably release and forever discharge Networkfleet, its officers, directors, shareholders, agents, affiliates, employees, successors and assigns from any and all claims and rights (including, without limitation, rights of set-off and recoupment, demands, actions, obligations, and causes of action of any and every kind, nature and character, known and unknown) that Customer asserted or could have asserted against Networkfleet or any other person or entity arising out of or relating to the Auto or the incident in any court of law or before any administrative agency, state or federal, or arbitrator prior to the execution of this Settlement Agreement for acts or omissions relating to the Auto or the Incident occurring or having occurred on or prior to the date hereof.
- 2. In exchange and as consideration for Customer's execution of this Agreement and its full and unconditional agreement to all of the terms, provisions, and requirements set forth herein, Networkfleet agrees to pay to Customer (as described below) the total sum of \$2,342.70 within five (5) business days after both 1) execution of this Agreement by Customer and 2) provision of an accurate and complete W9 form from the necessary party. The total sum of \$2,342.70 will be paid by check payable to the order of Coosa County Commission and mailed to P. O. Box 10, Rockford, Alabama 35136. The Customer hereby acknowledges the sufficiency, adequacy, and receipt of such consideration.
- 3. Each party acknowledges that, in executing this Settlement Agreement, it (i) has been fully able to retain or consult with counsel of its own choosing in negotiations for, and the preparation of, this Settlement Agreement, (ii) understands and is fully aware of its contents and of its legal effect, (iii) is voluntarily entering into this Settlement Agreement having had the opportunity to seek legal advice, and (iv) subject matter, basis, or effect of this Settlement Agreement or otherwise beyond the representations and statements expressly contained
- 4. The parties understand and agree that: (i) this is a compromise settlement of disputed claims and that the execution of this Settlement Agreement shall not be deemed or construed as an admission by any party of liability or responsibility for any purpose; (ii) liability for any and all claims is denied by parties hereto; (iii) this Settlement Agreement is and shall be binding upon and shall inure to the benefit of the parties and their predecessors, successors and assigns, agents officers and employees; (iv) the terms set forth herein are confidential and shall required by law; (v) no evidence concerning this Settlement Agreement, its contents, or negotiations related to it shall be offered into evidence in shall be governed by and construed in accordance with the law of the State of New York, excluding its conflicts of law provisions; and (vii) this statements or representations, either directly or indirectly, whether orally or in writing, to any person whatsoever, about Networkfleet. For purposes of the preceding sentence, a disparaging statement or representation integrity, competence, good character or product quality of the person or entity to whom the communication relates.
- 5. The parties hereto, and each of them, including each person signing below on behalf of a party, represent and warrant that: to bind legally the party on whose behalf they are signing, and (ii) they are the owners of, and have not sold, assigned, conveyed, or otherwise related to this Settlement Agreement, any claim, demand, cause of action, obligation, damage or liability released in or
- 6. Notwithstanding any term herein, the rights and obligations of any non-disclosure agreement, confidentiality agreement, or other such similar document between Networkfleet and Customer shall remain in full force and effect.
- 7. This Settlement Agreement may be executed in counterpart having the same force and effect as an original. The parties respective copy of it.

IN WITNESS WHEREOF, each party has caused its authorized representative to execute this Settlement Agreement as of the Effective Date.

Networkfleet Inc.	CUSTOMER NAME: Coosa County Commission on behalf of the Coosa County Sheriff's Office	е
By: Name: Title:	By:	
Networkfleet//Release Agreement	1 Confidential v. 2.17	

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY BERTHA MCELRATH THE APPROVAL OF RESOLUTION AND ADMINISTRATIVE CONTRACT WITH EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION FOR COMMUNITY DEVELOPMENT BLOCK GRANT TO ASSIST IN THE REPAVING AND IMPROVEMENT OF COGSA COUNTY ROAD 52 AND COOSA COUNTY RAOD 73. UNANIMOUSLY APPROVED

Resolution 03132018-1

Whereas, the County of Coosa County, Alabama (hereinafter referred to as the COUNTY COMMISSION) has been awarded a Community Development Block Grant to assist in the repaying and improvement of Coosa County Road 52 and Coosa County Road 73.

Whereas, the COUNTY COMMISSION must procure administrative services in connection with this project, and;

Whereas, the COUNTY COMMISSION chooses to exercise its Policy Letter 1 option as is authorized by the Alabama Department of Economic and Community Affairs (ADECA) guidelines when procuring services through a Regional Planning and Development Commission.

NOW, THEREFORE BE IT RESOLVED that the COUNTY COMMISSION does hereby authorize the Chairman of the Coosa County Commission, Todd J. Adams, to enter into an administrative contract with the East Alabama Regional Planning and Development Commission for an amount not to exceed \$34,472.00 (thirty-four thousand four hundred and seventy-two) dollars and to sign all necessary documents and assurances in connection with the procurement of administrative services.

Passed and adopted this 13th day of March, 2018.

Todd J. Adams,

Chairman, Coosa County Commission

Budget Gloham

Attest:

Bridget Graham

County Administrator, County of Coosa County, AL

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY THE APPROVAL OF RESOLUTION REGARDING ADOPTION OF "STANDARDS OF CONDUCT" REQUIREMENTS RELATIVE TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROJECT, UNANIMOUSLY APPROVED

> Resolution Number 03 132019 - 2 Coosa County Commission, Coosa County, AL

A Resolution by the Coosa County Commission, Coosa County, Alabama to adopt Standards of Conduct regarding CDBG funded projects.

WHEREAS, the Coosa County Commission wishes to comply with Standards of Conduct requirements relative to Community Development Block Grant programs and projects.

Now Therefore, be it Resolved, that the Coosa County Commission of Coosa County, Alabama adopts and approves Standards of Conduct provided by ADECA (Attachment A) for the Coosa County Commission with respect to CDBG programs and projects.

Adopted this 13th day of March 2018.

Attest:

Budget Maham

County Administrator, Bridget Graham

MOTION BY COMMISSIONERS PAUL PERRETT AND SECONDED BY BERTHA MCELRATH THE APPROVAL OF PROCLAMATION DECLARING APRIL AS "SEXUAL ASSAULT AWARENESS MONTH".

UNANIMOUSLY APPROVED

A PROCLAMATION DECLARING APRIL AS SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community members of Coosa County; and

WHEREAS, Rape, Sexual assault and sexual harassment impact our community as seen by statistics indicating that one in four girls and one in sex boys will experience sexual assault before age 18 and one in five women and one in 67 men will be raped at some point in their lives; and

WHEREAS, We must work together to educate our community about what can be done to prevent sexual violence and how to support survivors; and

WHEREAS, Staff and volunteers at SafeShelby encourages every person to speak out when witnessing acts of violence and injustice; and

WHEREAS, With leadership, dedication and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Coosa County through prevention education increased awareness and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, Coosa County strongly supports the effort of national, state and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services and how every segment of our society can work together to better address sexual violence.

NOW THEREFORE BE IT RESOLVES,

THAT WE,THE COOSA COUNTY COMMISSION, join anti-sexual violence advocates and support service programs in the belief that all community members must be part of the solution to end sexual violence. Along with the United States Government, the State of Alabama and Coosa County, I do hereby proclaim April 2018 as "Sexual Assault Awareness Month!"

Dated at the City of Rockford, this 13th day of March 2018.

Todd Adam Chairman

PO BOX 10

MOTION BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY BERTHA MCELRATH TO PARTICIPATE IN "DON'T DROP IT ON ALABAMA" SPRING CLEANUP SCHEDULED FOR APRIL 21 THRU

APRIL 28, 2018. UNANIMOUSLY APPROVED

"Working Together for an Unlittered Alabama"

February 7, 2018

MEMORANDUM

SALL COMMISSION Alabama PALS County Chairmen, County Commissioners

and Spring Cleanup Coordinators

FROM:

TO:

Spencer Ryan

Executive Vice President

RE:

2018 "Don't Drop it on Alabama" Spring Cleanup

Dates and Materials

It is hatd to imagine that the 2018 "Don't Drop It On Alabama" Spring Cleanup is just a few months away. I trust that each of you had a wonderful Christmas and New Year's holiday and that 2018 will bring you and your families much happiness, fulfillment and joy.

We have begun the initial planning for the 2018 Spring Cleanup and wanted to update each of you about the dates for the shipping of materials for the cleanup. PALS has been so very fortunate to have had Corporate Sponsors that make the cleanup materials available to all

Alabama counties, cities and communities a reality. These dedicated sponsors make all of the statewide PALS programs possible, so please be sure to take time to thank each of these sponsors for all that they continue to do to accomplish the goal of a clean and more beautiful Alabama.

Feel free to contact your respective County Commission Chairman or Engineer and thank them for their part in supporting the "Don't Drop It On Alabama" Spring Cleanup each year. Also, take time to thank them for their willingness to pick up their respective county's materials in Montgomery, as they did in 2017. The willingness of the Association of County Commissions to assist PALS in this distribution plays a huge role in PALS being able to meet the growing needs for each county. Each County Commission office will be contacted prior to the 2018 cleanup.

Also, on a very important note, PLEASE fill out the attached information sheet, complete with email address and return it to the PALS office at 340 North Hull Street, Montgomery AL 36104. We will be sending out e-newsletters with information for

the 2018 Spring Cleanup, as well as using the PALS web page (alpals.org) and the PALS Facebook page (facebook.com/alabamapals) to send out information, as well as posting updated pictures and news relating to the 2018 statewide cleanup.

Important Dates Relating to the 2018 Spring Cleanup

January PALS has Ordered all Spring Cleanup Materials

March Groups may order additional materials if needed and if AVAILABLE

March 15 Materials and Supplies in Warehouse for Pick up and Shipping

April 1 Groups may order additional materials if AVAILABLE April 21-28 "Don't Drop It On Alabama" Spring Cleanup Week

May 30 All Report Forms Due in PALS Office

Materials Provided by PALS for 2018 Spring Cleanup

Large Trash Bags with Corporate Sponsor Logo's (Honda Sponsored)
Spring Cleanup Ad Slicks
New PALS Program Brochures
Adopt A Mile brochures

Clean Campus brochures Adopt A Stream brochures Alabama Litter Law brochures PALS Recycling brochures

I would also like to encourage each of you and your groups to commit to adding new participants in the Adopt A Mile, Clean Campus and Adopt A Stream programs during this year's cleanup. This is an excellent opportunity to involve additional numbers of groups and volunteers for the cleanup, as well as growing the active involvement in the mission of

Alabama PALS. PALS is setting a goal of 50 new adopted miles during cleanup week. If you need additional brochures for any PALS program, please let us know and we will mail the brochures prior to the cleanup date.

Please let us know if we can assist you in any way in your planning for the 2016 cleanup. Thanks again for all that you and your groups do to further the goal of a clean and more beautiful Alabama. It is because of each of you that we can truly say "We Are Making A

Difference."

MOTION BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY BERTHA MCERLATH THE APPROVAL OF PAUL PERRETT AS COORDINATOR OF AL PALS "DON'T DROP IT ON ALABAMA "SPRING CLEAN-UP SCHEDULED FOR APRIL 21 THRU APRIL 28, 2018. UNANIMOUSLY APPROVED

MOTION BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL TO BEGIN FORMING A 2020 CENSUS COMPLETE COUNTY COMMITTEE WITH ONE APPOINTMENT FROM EACH COMMISSIONER AND ONE APPOINTMENT FROM THE PROBATE JUDGE, REVENUE COMMISSIONER AND SHERIFF. UNANIMOUSLY APPROVED

2020 Census Complete Count Committees (CCC's)

Why Do We Take a Census?



The U.S. Constitution (Article I, Section 2) mandates a headcount every I0 years, of everyone residing in: the 50 states, Puerto Rico, and the Island Areas of the United States. This includes people of all ages, races, ethnic groups, citizens, and noncitizens. The Constitution mandates an apportionment of representatives among the states for the House of Representatives every 10 years based on the count. Also, over \$675 billion a year is distributed to state and local governments using Census numbers (Over \$4 trillion over the decade). The first Census was conducted in 1790.

What is a CCC?

A CCC is a team formed in order to increase the response rate for households responding on the internet, mailing back their questionnaire, or using the Telephone Assistance Center through a focused, structured, neighbor-to-neighbor program. They will utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.

The Census Bureau provides workshops on forming CCC's, which includes training on using the Response Outreach Area Mapper (ROAM) web application, an interactive map to identify areas that typically have low response rates for censuses and surveys.

How to Get Involved

- Create or join a Complete Count Committee and partner with other trusted voices and influential leaders in
 your area who are committed to increasing census participation. Encourage your peers to get involved too.
 Call the Atlanta Regional Office to schedule a training on forming a CCC.
- Raise awareness by including census information in newsletters, social media posts, podcasts, mailings, and on Web sites.
- Help recruit census workers when jobs become available.

MOTION BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY THE APPROVAL TO RE-DECLARE SURPLUS INVENTORY UNDER FORMER COMMISSION ADMINISTRATION DATING AUGUST 2015 AND EARLIER. UNANIMOUSLY APPROVED

DEPARTMENT	
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SHERIFF:	
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DATE: 3/8/18	SUBMITTED BY:,	Mile
ADD:	REMOVE:	X
PROPERTY DESCRIPTION:	forex DUR	The control control of the control o
	ESTANDON ESTANOS (SANT 180 FEMAL) (1997) LE FAMILLE AND SE TENNES ESTANDON ESTANDON ESTANDON ESTANDON ESTANDON	en hammingkaren megel oli uskonnyak olik melagra 1. Johan et handaskalandan sakonsa sakonsa sakon
PURCHASE AMOUNT:	Many Control of the C	
PURCHASED FROM:		NOT THE REAL PROPERTY AND AN ARRANGE AND ARRANGE AND ARRANGE SPECIAL PROPERTY AND ARRANGE
SERIAL#:		
MODEL#:		
FUND:		
IF BEING DECLARD SURPLUS:		
ASSET#: 700 624	DECAL#:	2
REASON FOR DECLARATION:	alread declared Su	plus
your Ago and rep.	laced	

DEPARTMENT	
SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: Mile
ADD:	REMOVE:
PROPERTY DESCRIPTION:	Washing Machine
	AS SENSENCEROLURES AREA AND AND AND AND AND AND AND AND AND AN
PURCHASE AMOUNT:	
DUDGUL OF THE STATE OF THE STAT	
FUND:	
IF BEING DECLARD SURPLUS:	
ASSET#: 70579	DECAL#: //22
REASON FOR DECLARATION: alrea	of listed on inventage
asset # 70834	

DEPARTMENT	
SHERIFF:	
JAIL: X	
DATE: 3/8/18	SUBMITTED BY:, Mille
ADD:	REMOVE:
PROPERTY DESCRIPTION:	Vizo Viewpad
Montesting fragging to the facilities and a label as has been been a facilities to the contesting of t	
PURCHASE AMOUNT:	
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
IF BEING DECLARD SURPLUS:	
ASSET#: 700531	DECAL#: 1081
REASON FOR DECLARATION:	declared Suplis and thrown
in electionic bin in	

SHERIFF: JAIL: X	
DATE: 3/8/18	SUBMITTED BY:, Mile
ADD:	REMOVE X
PROPERTY DESCRIPTION:	HP Desktop
PURCHASE AMOUNT:	
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
IF BEING DECLARD SURPLUS:	
ASSET#: 7EUS29	DECAL#: 1079
REASON FOR DECLARATION:/	no longer operational

SHERIFF: JAIL:		
DATE: 3/8/18	SUBMITTED BY:	·Mike
ADD:	REMOVE:	1
PROPERTY DESCRIPTION: Ch	o Brushcutter	entral or controlled electrolaterates year
PURCHASE AMOUNT:		
PURCHASED FROM:		
SERIAL#:		
MODEL#:		
FUND:		
F BEING DECLARD SURPLUS:	/	
SSET#: 740528	DECAL#:	1078
EASON FOR DECLARATION: Alma	& declared sur	plus and
FALEN to CANDELL SEPTE	1/	
	-	

SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: Mil4
ADD:	REMOVE:
PROPERTY DESCRIPTION:	1,6 chand DUR
PURCHASE AMOUNT:	
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
F BEING DECLARD SURPLUS:	
ASSET#: 700 42 7	DECAL#: 99/
REASON FOR DECLARATION:	aloned surplus and
replaced w/ 700	775

DEPARTMENT	
SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: Mille
ADD:	REMOVE:
PROPERTY DESCRIPTION:	8 CAmera System
office of the options and which will be about a constraint and a constrain	
PURCHASE AMOUNT:	
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
IF BEING DECLARD SURPLUS:	
ASSET#: 70425	DECAL#: 98-9
REASON FOR DECLARATION:	declared suplus Already and
replaced w/ 7007	*
161).	

DEPARTMENT SHERIFF: JAIL:
2/-1:
DATE: 3/8/18 SUBMITTED BY: Mile
ADD: REMOVE:
PROPERTY DESCRIPTION: 4 channel DUR System
PURCHASE AMOUNT:
PURCHASED FROM:
SERIAL#:
MODEL#:
FUND:
IF BEING DECLARD SURPLUS:
ASSET#: 70406 DECAL#: 975
REASON FOR DECLARATION: alvery declared Surplis and
replaced 3 yrs ago

DEPARTMENT
SHERIFF:
JAIL: X
DATE: 3/8/18 SUBMITTED BY: Mile
ADD:REMOVE:
PROPERTY DESCRIPTION: Combo tool Kit
PURCHASE AMOUNT:
PURCHASED FROM:
SERIAL#:
MODEL#:
FUND:
IF BEING DECLARD SURPLUS:
ASSET#: 700387 DECAL#: 960
REASON FOR DECLARATION: Broken and declared Suplus
years Ago thrown in CANOFILL

DEPARTMENT	
SHERIFF:	
JAIL: X	
,	
DATE: 3/8/18	SUBMITTED BY:, Mile
ADD:	REMOVE:
PROPERTY DESCRIPTION:	- Konica Magicolor 4750
printer	
PURCHASE AMOUNT:	The state of the s
PURCHASED FROM:	
SERIAL#:	The second secon
to the title the title and	
MODEL#:	
FUND:	
	The state of the s
IF BEING DECLARD SURPLUS:	
ASSET#: 700378	DECAL#: 952
REASON FOR DECLARATION:_	broken and replaced up Asset.
740 793	
	programme and the control of the con

DEPARTMENT	
SHERIFF:	
JAIL:	
DATE: 3/8/18	SUBMITTED BY:, Mill
ADD:	REMOVE:
PROPERTY DESCRIPTION:	NO ols Amd workstation
PURCHASE AMOUNT:	599, 73
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
F BEING DECLARD SURPLUS:	
ASSET#: 700366	DECAL#: 940
REASON FOR DECLARATION: 12	quested removal when windows
XP became obselete year	n Ago.

DEPARTMENT	
SHERIFF:	
SHERIFF:	
DATE: 3/8/18	SUBIMITTED BY: Mile
ADD:	REMOVE:
PROPERTY DESCRIPTION:	Vosto 2205
PURCHASE AMOUNT:	
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
F BEING DECLARD SURPLUS:	
ASSET#: 700217	DECAL#: 8//
REASON FOR DECLARATION:	replaced when windows XP become
obsolet years Age	•
₹	The state of the s

SHERIFF:	
SHERIFF: X	
DATE: 3/8/18	SUBMITTED BY: Mike
ADD:	REMOVE:
PROPERTY DESCRIPTION:	minitour base stouched PC
SERVINORES CONTRACTOR CONTRACTOR STRUCTURES CONTRACTOR	enclassification registry. Unablication of the profession in the sub-ord. It is best to the description of adjusted and all our contractions and the profession of the profess
PURCHASE AMOUNT:	
PURCHASED FROM:	ACRES OF THE STATE
SERIAL#:	
MODEL#:	
FUND:	
F BEING DECLARD SURPLUS:	
ASSET#: 700/68	DECAL#: 766
EASON FOR DECLARATION:_	replaced when windows XP became
obsolete year Age	

*** - ******
· North or
al ran
Territory.
ti _m
**

DEPARTMENT	
SHERIFF:	
JAIL: X	
DATE: 3/8/18	SUBMITTED BY: Mille Mull
ADD:	REMOVE: /
	soll to
PROPERTY DESCRIPTION:	20" CAWS MONER
PURCHASE AMOUNT:	\$ 129.00
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
The second control of	
F BEING DECLARD SURPLUS:	
SSET#: 70385	DECAL#: 959
EASON FOR DECLARATION:	destayed and declared supplus
years Ago	

DEPARTMENT SHERIFF:
JAIL:
DATE: 3/8/18 SUBMITTED BY: Mil4
ADD:REMOVE:
PROPERTY DESCRIPTION: 2000 Ford Explorer TAM
PURCHASE AMOUNT: A 6, 900
PURCHASED FROM: ?
SERIAL#:
MODEL#:
FUND:
IF BEING DECLARD SURPLUS:
ASSET#: 600205 DECAL#: 548
REASON FOR DECLARATION: Wehicle deemed Surplus and
declared Scrap under previous admin

SHERIFF:	
i i	
JAIL:	
DATE: 3/8/18	SUBMITTED BY: MIKE
ADD:	REMOVE:
PROPERTY DESCRIPTION:	
2 wall mounted dis	OLAY CASES
PURCHASE AMOUNT:	NO. 00
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND: DISC	
F BEING DECLARD SURPLUS:	
ASSET#: 760077	DECAL#: 676
REASON FOR DECLARATION: Alrea	& declared Surplus under
prior admin	

SHERIFF: JAIL: DATE: 3/8/18 SUBMITTED BY: Millo ADD: REMOVE: X PROPERTY DESCRIPTION: S/O SCAPPER PURCHASE AMOUNT: 499.98 PURCHASED FROM:	
PROPERTY DESCRIPTION: S/O SCANDER PURCHASE AMOUNT: 499.98	
PROPERTY DESCRIPTION: S/O SCANDER PURCHASE AMOUNT: 499.98	
PURCHASE AMOUNT: 499.98	(Kain omaliya
PURCHASE AMOUNT: 499.98 PURCHASED FROM:	
PURCHASED FROM:	DB. Comp
一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	panel mg/
SERIAL#:	
MODEL#:	
FUND: GF	
IF BEING DECLARD SURPLUS:	
ASSET#: 700/52 DECAL#: 750	
REASON FOR DECLARATION: Quit Working and Is obsolete	
removed from Inventor year Ago under provi admin	

DEPARTMENT SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: Mille
ADD:	REMOVE
PROPERTY DESCRIPTION:	32" Flat screen TV
PURCHASE AMOUNT:	398,00
PURCHASED FROM:	Walmat
SERIAL#:	
MODEL#:	
FUND:	Disc
F BEING DECLARD SURPLUS:	
ASSET#: 700206	DECAL#: 797
REASON FOR DECLARATION:_	inoperational replaced up 700776
10 2011	g g p

SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: Mike
ADD:	REMOVE:
PROPERTY DESCRIPTION:	Desktop PC Kitchen
PURCHASE AMOUNT:	40. 40
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	DISC
IF BEING DECLARD SURPLUS:	
ASSET#: 70027/	DECAL#: 862
REASON FOR DECLARATION:	inoprable

SHERIFF:		
DATE: 3/8/18	SUBMITTED BY:, Mille	-
ADD:	REMOVE: X	
PROPERTY DESCRIPTION: 4P J	X2 LAptop	
PURCHASE AMOUNT. 85	19 i D	arieta.
PURCHASED FROM:		
SERIAL#:		1
MODEL#:		-
FUND: DISC	11/30/2009	-
IF BEING DECLARD SURPLUS:		
ASSET#: 700270	DECAL#: 86/	
	red Surplus years Ago	
When microsoft Xt became obse		
	g F	

DEPARTMENT	
SHERIFF:	
JAIL:	
DATE: 3/8//8	SUBMITTED BY: Mile
ADD:	REMOVE:
PROPERTY DESCRIPTION:	43" Flot Screen TV
skeaktaankkanada saasa fara aasa, maraa minasa kaan saasa tiri siin ah anasan taanada saasa keesta aana keesta	
PURCHASE AMOUNT:	545
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	DISC
IF BEING DECLARD SURPLUS:	
ASSET#: 700 292	DECALH: 6/6
REASON FOR DECLARATION:	acperatund replaced uf 700776
semoved from investy	enter pror admin
<i>V</i>	1

SHERIFF: X		
DATE: 3/8/18	SUBMITTED BY: Mile	Allower werker and the Artifolio of Marie a
ADD:	REMOVE.	
PROPERTY DESCRIPTION:	Systemax Venture	chen des altres
PURCHASE AMOUNT:		
PURCHASED FROM:		
SERIAL#:		,
MODEL#:		Frieder Frieder alle des von de des plus des Christians au
FUND:	GF	on the state of th
IF BEING DECLARD SURPLUS:		
ASSET#: 70401	DECAL#: 972	EO'che ngachana waga enkurenia unuac
	replaced when windows XP April 8,2014 under prior A	,

SUBMITTED BY: Mile
REMOVE:
HP desichop PC
294.06
AND AND NO. 11-10 MINISTER AND RECOGNISHED AND RECOGNISHED THE PROPERTY OF THE
DISC
DECAL#: 974
becare obsitee when windows
was not replaced

SHERIFF: X	
DATE:	SUBMITTED BY: Mille
ADD:	REMOVE:
PROPERTY DESCRIPTION:	Generalise
PURCHASE AMOUNT:	
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
IF BEING DECLARD SURPLUS:	
ASSET#: 700498	DECAL#: 1047
REASON FOR DECLARATION:	motor blawn

DEPARTMENT SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: MILL
ADD:	REMOVE:
PROPERTY DESCRIPTION:	Pressue waster
PURCHASE AMOUNT:	
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
F BEING DECLARD SURPLUS:	
ASSET#: 70 497	DECAL#: 1046
1EASON FOR DECLARATION:	submitted and granteb request on

SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: Mile
ADD:	REMOVE:
PROPERTY DESCRIPTION:	Compressor
PURCHASE AMOUNT:	
PURCHASED FROM:	B
SERIAL#:	
FUND:	
F BEING DECLARD SURPLUS:	
ASSET#: 700496	DECAL#: 1045
EASON FOR DECLARATION:	inoperational removed from muenty
requested in 9/4/16	

SHERIFF: X		
DATE: 3/8/18	SUBMITTED BY:_	Mike
ADD:	REMOVE:	X
PROPERTY DESCRIPTION:	Vize Viewpad	
PURCHASE AMOUNT:		
PURCHASED FROM:		
SERIAL#:	Commission of the building of the second of	
MODEL#:		7
FUND:		
F BEING DECLARD SURPLUS:		and the second s
ASSET#: 700532	DECAL#:	1082
EASON FOR DECLARATION:_	declared Surplus	ules
windows XP became		

MOTION BY COMMISSIONERS PAUL PERRETT AND SECONDED BY BERTHA MCELRATH THE APPROVAL TO DECLARE ASSETS 700797, 700798, 700820 AND 700355 AS OBSOLETE. UNANIMOUSLY APPROVED

DEPARTMENT SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: Mile
ADD:	REMOVE:
PROPERTY DESCRIPTION:	_ 8 APRIN TASOR BAHOY
PURCHASE AMOUNT:	BOTO THE SECTION OF EXPORTS OF THE PROPERTY OF THE RESEARCH SECTION OF THE PROPERTY OF THE PRO
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
IF BEING DECLARD SURPLUS:	
ASSET#: 700 797	DECAL#:
REASON FOR DECLARATION:	Alreaf used

SHERIFF:	
DATE: 3/8/18	SUBMITTED BY: Mile
ADD:	RENIOVE:
PROPERTY DESCRIPTION:	TARE 25'SMART CARTINGS
PURCHASE AMOUNT:	Transparent to be asset to be the section of the se
PURCHASED FROM:	
SERIAL#:	
MODEL#:	
FUND:	
IF BEING DECLARD SURPLUS:	
ASSET#: 700798	DECALH: 1306
REASON FOR DECLARATION:	Alreal used
The state of the s	THE PROPRIES AND ADMINISTRATION OF THE PROPRIES OF THE PROPRIE

DEPARTMENT		
SHERIFF:		
SHERIFF: JAIL:		
DATE: 3/8/18	SUBMITTED BY: Mile	DESCRIPTION OF THE ASSESSMENT
ADD:	REMOVE:	Margania a philosophic property
PROPERTY DESCRIPTION:	23" Monike	112
PURCHASE AMOUNT:	17.7.79	soverepublica c
PURCHASED FROM:		. No transact of the later of the
SERIAL#:		Marriago de Caracia de
MODEL#:		eriodos has antes a antes
FUND:		of the state of th
F BEING DECLARD SURPLUS:		
ASSET#: 700355	DECAL#: 929	- Mary make makes
REASON FOR DECLARATION:_	Quit working 3/7/18 replaced	n Personago
w/ monitor purchased	Out working 3/7/18 replaced under threshold.	ma annu i sa da

INICTION BY COIVINIDSIUNERS RANDALL DUNHAM AIND BEBONDED BY BERTHA MCELRATH. TO TABLE THE APPROVAL FOR MAINTENANCE MANAGER, TODD BROWN, TO SELECT VENDOR FROM ESTIMATES 3042 RECEIVED FOR (2) TRANE UNITS TO REPLACE FAILING EXISTING UNITS. UNANIMOUSLY APPROVED

MOTION BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO TABLE THE APPROVAL TO SET COUNTY FEES FOR FISCAL YEAR 2018-2019 FOR ALCOHOL LICENSING. UNANIMOUSLY APPROVED

OLD BUSINESS

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO GO INTO EXECUTIVE SESSION. TO DISCUSS THE APPROVAL TO JOIN OPIOD LAWSUIT WITH LAW FIRM UTILIZED TO BE DETERMINED. UNANIMOUSLY APPROVED

> JOHN K. JOHNSON ATTORNEY AT LAW P.C.

9704 U.S. HICHWAY 231 POST OFFICE BOX 434 ROCKFORD, ALABAMA 35136-0434

JOHN K. JOHNSON jkj@jkjohnsonpc.com

March 13, 2018

TELEPHONE: 256-377-4784 FACSIMILE: 256-377-4785

Members of the Coosa County Commission P. O. Box 10 Rockford, Alabama 35136-0010

Opinion on Applicability of Executive Session RE:

Dear Coosa County Commission Members:

This is to advise the members of the Coosa County Commission that I have reviewed the matter on which the County Commission is considering convening an executive session for discussion with legal counsel regarding a legal matter and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(3) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

John K. Johnson

County Attorney

Alabama Bar No. ASB-7804-S34J

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY BERTHA MCELRATH TO COME OUT OF EXECUTIVE SESSION. UNANIMOUSLY APPROVED

MOTION TO ADJOURN

MOTIONED BY COMMISSIONER PAUL PERRETT AND SECONDED BY BERTHA MCELRATH TO ADJOURN. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 10Th DAY OF APRIL , 2018.

CHAIRMAN, TODD ADAMS

INIZELL KELLEY

DALII DERRETT

VICE CHAIRMAN, BERTHA KELLY

RANDALI DUNHAM