AGENDA COOSA COUNTY COMMISSION October 10, 2017 9:30 AM

WELCOME

PUBLIC COMMENTS:

(Public Comments Limited to Five Minutes or Less)

ELECTED OFFICIAL COMMENTS: Jeff Wood - Trial of Verizon Phone System

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 set a work session for Thursday, October 19th at 6 pm to include all county elected officials to identify legislation items to address for the next legislative session Commissioner Perrett
- (2) Approval of follow up meeting/work session to be held with applicable state and local elected officials to be held on Thursday, December 7th at 6 pm to discuss items and/or approve drafted legislation identified in the work session on Thursday, October 19th.-Chairman Adams/Commissioner Perrett

OLD BUSINESS

- (1) Approval and/or Discussion of Resolution Regarding the Drafting of Local Legislation to reverse Timber Severance Tax from State Forestry Commission back to the County-Commissioner Perrett
- (2) Approval and/or Discussion to begin drafting a Resolution to our State Senators and Representatives in Washington DC to request funding to enable Alabama Graphite to begin processing high grade graphite in order to lessen the United States need to purchase from overseas sources (primarily China) Commissioner Perrett
- (3) Discussion of Process to Change Election Poll Places Judge Dean

STAFF REPORTS

<u>Administrator:</u> Discussion of Increase in Health Insurance Benefit Employee Rates effective December 1 for CY2018. Commissioners invited to lunch at County Extension Office at close of meeting. Copies of Approved Overall Budget to be given out.

Engineer

Attorney

EMA

Courthouse Maintenance-

Nutrition-

Safety Coordinator-

Circuit Clerk - Phone System

DISCUSSION ITEMS BY COMMISSIONER

MINUTES

COOSA COUNTY COMMISSION

OCTOBER 10, 2017

9:30 A.M.

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE OCTOBER 10, 2017 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, RANDALL DUNHAM AND UNZELL KELLEY.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

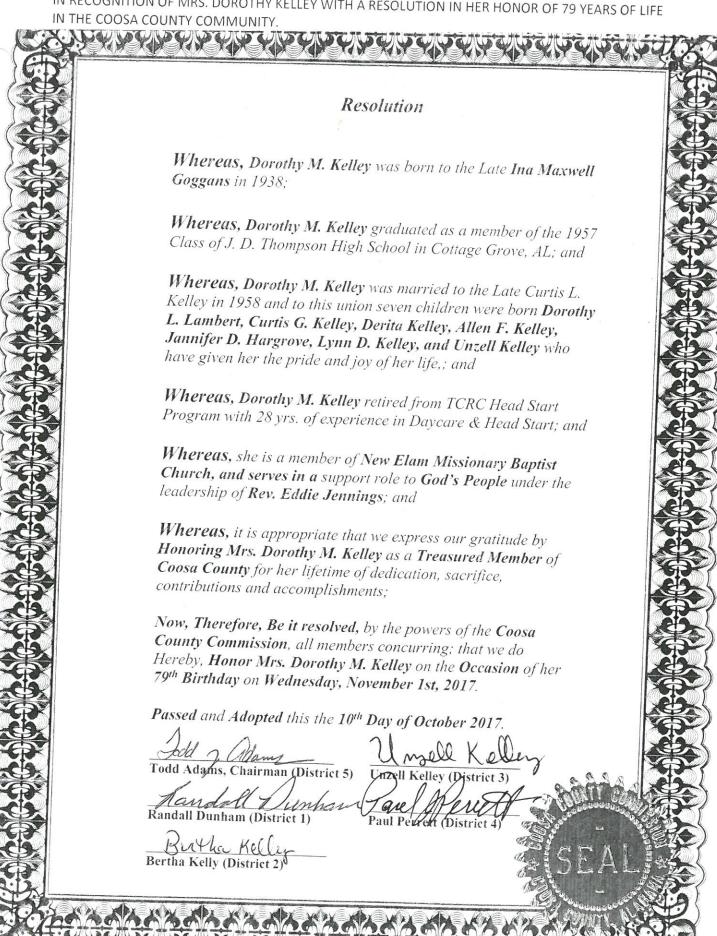
APPROVE AGENDA

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO APPROVE THE AGENDA. UNANIMOUSLY APPROVED

READING OF MINUTES

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO DISPENSE READING OF MINUTES. UNANIMOUSLY APPROVED

IN RECOGNITION OF MRS. DOROTHY KELLEY WITH A RESOLUTION IN HER HONOR OF 79 YEARS OF LIFE IN THE COOSA COUNTY COMMUNITY.



CONSENT AGENDA

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY BERTHA KELLY 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).

NEW BUSINESS

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY TODD ADAMS TO APPROVE SETTING A WORK SESSION FOR THURSDAY, OCTOBER 19TH AT 6 PM TO INCLUDE ALL COUNTY ELECTED OFFICIALS TO IDENTIFY LEGISLATION ITEMS TO ADDRESS FOR THE NEXT LEGISLATIVE SESSION. UNZELL KELLEY ABSTAINED. MOTION PASSED

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM THE APPROVAL OF FOLLOW UP MEETING/WORK SESSION TO BE HELD WITH APPLICABLE STATE AND LOCAL ELECTED OFFICIALS TO BE HELD THURSDAY, DECEMBER 7TH AT 6 PM TO DISCUSS ITEMS AND/ OR APPROVE DRAFTED LEGISLATION IDENTIFIED IN THE WORK SESION ON THURSDAY, OCTOBER 19TH. UNZELL KELLEY ABSTAINED. MOTION PASSED.

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO SELL SOME ITEMS ON GOV. DEAL. UNANIMOUSLY APPROVED

Assets to Be Declared Surplus:	
Meeting Date: 10-10-17	
Department: Highway Dept.	
ltem	Asset Number
Swinter typewriter	400161
IBM typewriter	400162
motorola Base Station E Astro power converter	400164
Ink let Plotter	400168 - Govdeals
Gateway Computer	400173
1811 Monitor	400174
Konica Copier	400175 - Govdeals
Disposition:	
Proceeds:	
Proceeds:	
Motion	2 nd

Coosa County Commission Assets to Be Declared Surplus:	
Meeting Date: 10-10-17	
Department: Highway Dept.	
Item	Asset Number
Epson Printer	400176
Radio in Dump(Patcher)	400182
Radio in GMC	400193
Radio in Mac	400184
Shop Walkie Talkie	400185
Shop Walla's Talkie	400186
Snop Warkie Talkie	400187
Disposition:	
Proceeds:	

Motion

Coosa County Commission Assets to Be Declared Surplus:	
Meeting Date: 10-10-17	
Department: Highway Dept.	
Item	Asset Number
Radio S-10	400188
Radio in pickup (J. Self)	400189
Radio (S-10 Blazer)	400190
Radio S-10	400191
Radio-Service Truck	400192
Radio Distributor	400193
Radio T-14 Dump	400194
Disposition:	
Proceeds:	
Motion	2 nd

Proceeds:	
Disposition.	
Disposition:	
Radio Lowboy	500019
Radio GMC truck	500018
Radio (Patcher)	500013
Radio (Mack Dump)	500012
Radio (Mac Dump)	500011
Radio Motor Evader	400196
Radio (G. Neighborstruck)	400195
ltem	Asset Number
Department: Highway Dept.	
Meeting Date: 10-10-17	
Assets to Be Declared Surplus:	
Coosa County Commission	

Coosa County Commission Assets to Be Declared Surplus:		
Meeting Date: 10-10-17		
Department: Highway Dept.		
Item	Asset Number	
Handheld Radio	500110	
Radio Landfill Truck	500115	
Radio T-11	600119	
Desktop Calculator	700013	
Southern Link (c. Thomas)	700029	
2007 Mack Dump	700045	
Pentium 4 Computer & Monitor	700104	
Disposition:		The state of the land and the same
oroceeds:		
Motion	nd .	

Assets to Be Declared Surplus:	
Meeting Date: 10-10-17	
Department: Highway Dept.	
Item	Asset Number
L200 Samsung Camera + Card	700166
LADO Samsung Camera + Card	700167
I365 Mobile Phone (R. Dunham)	700268
IB65 Mobile Phone	700235
IBLS Motorola (P. Perrett)	700363
I365 Motovola (F. Brooks)	700364
Nexlink 3125 Mid Tower	700464
Disposition:	
Proceeds:	
Mation	and

Meeting Date: 10-10-17	Market Market	
Department: Hyhivay Dept.		
Item	Asset Number	
Ford Ranger	_500002	- bovdeals
Ford F-150	700283	- Govideals
Ferguson Roller	400148	- Gov deals
		a d
Chevrolet C-70	400136	- Govdeal
New Holland W cutter	500014	- Govdeals or - JM wood
Ford Ranger	500003	- Govdeal
Disposition:		
Proceeds:		
Motion	2 nd	

OLD BUSINESS

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO TABLE THE APPROVAL AND DISCUSS ON RESOLUTION REGARDING THE DRAFTING OF LOCAL LEGISLATION TO REVERSE TIMBER SERVEANCE TAX FROM STATE FORESTRY COMMISSION BACK TO THE COUNTY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO APPROVE AND /OR DISCUSS THE DRAFTING OF A RESOLUTION TO OUR STATE SENATORS AND REPRESENTATIVES IN WASHINGTON DC TO REQUEST FUNDING TO ENABLE ALABAMA GRAPHITE TO BEGIN PROCESSING HIGH GRADE GRAPHITE IN ORDER TO LESSEN THE UNITED STATES NEED TO PURCHASE FROM OVERSEAS SOURCES (PRIMARLY CHINA). UNANIMOUSLY APPROVED

MOTION TO ADJOURN

MOTIONED BY COMMISSIONER RANDALL DUNHAM AND SECONDED BY PAUL PERRETT TO ADJOURN. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS <u>14Th</u> DAY O	F NOVEMBER , 2017.
CHAIRMAN/TODD ADAMS	Der Challey VICE CHAIRMAN, BERTHA BELLY
UNZELL KELLEY UNZELL KELLEY	Handall Danham RANDALL DUNHAM

and Hirsty

WORK SESSION MEETING AGENDA COOSA COUNTY COMMISSION October 19, 2017 6:00 pm

WELCOME
PUBLIC COMMENTS:
ELECTED OFFICIAL COMMENTCALL TO ORDER
COMMISSION ROLL CALL

NEW BUSINESS

- (1) Approval of new Ceridian Contract effective thru 12-31-18. Administrator Graham
- (2) Discussion of Legislative Issues Commissioner Perrett

ADJOURN

MINUTES

COOSA COUNTY COMMISSION-Legislative Work Session

October 19, 2017

6:00 PM

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE E911 BUILDING ON OCTOBER 19, 2017 FOR A WORK SESSION WITH TODD ADAMS, CHAIRMAN, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF CHAIRMAN TODD ADAMS, VICE CHAIRMAN BERTHA KELLY, PAUL PERRETT, AND UNZELL KELLEY.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

NEW BUSINESS

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY TODD ADAMS TO APPROVE NEW CONTRACT WITH CERIDIAN EFFECTIVE THROUGH DECEMBER 31, 2018 PENDING TRANSITION FROM CURRENT SIGNATURE CERIDIAN SERVICE. UNANIMOUSLY APPROVED.



ORDER FORM

Client Order No.: 00073885.0 Generation Data: October 17, 2017

Offer Expiration: 30 days from Generation Date

Service Term Length (from Service Start Date); 12 Months

Territory: US
Currency: USD
Affected Payroll ID:

Client Name	to are recently the build be regarded builds related to become and be useful acceptant to get 125 a	Alexander of the second second second		
Coosa County Commission				the "Client"
Service Contact	Phone No.	e-mail		are great
Bridget Graham	- (256) 077-1360	coosacountyadm@cmail	Loom	
Silling Street Address	The second secon	City	Siate/Province	Zip/Postal Code
709 US Highway 231		Roddord	Alabama	35136

Purchased Bundle: Ceridian Payroll

	117	Directly	Recurring Recurring	Per Processing Each	\$16.50 \$16.50 \$2.50	1 2	Price \$16.50 \$5.00
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Cendian Payroll Base Fee Ceridian Payroll Subscription Fee Ceridian Employment & Salary Verification Service (Talx)	Monthly Monthly	Subscription Subscription Subscription	Eacn Per Employee Per Employee	\$0.00 \$6.00 \$0.00	1 56 56	\$0.00 \$336.00 \$0.00
General Ledger .	Monthly	Subscription	Each	\$12.60	1	\$12,60

Equitates Augusta Recognition Fees (2006) Cendian ACA Annual Subscription and Processing	Annual	Recurring	Per Form	\$4.75	Outaintity 84	Price \$399.00
Fee Ceridian ACA Annual Subscription and Processing Fee	Annual	Subscription	Each	\$125.00	1	\$125.00
Year-End W-2 Year-End W-2	Annual Annual	Subscription Annual	Per Form Each	\$3.40 \$84.00	56 1	\$190.40 \$84.00

Setup Each \$24.60 1 \$24.60	Cerdian Payrol Implementation Fee General Ledger Wage Attachment Disbursements	Trequency One Time One Time One Time	Setup Setup Setup Setup	Type (Uni OFM a pre Each : Each Each	\$200.56 \$200.56 \$395.00 \$24.60	Quartity 1 1	\$260.55 \$395.00 \$24.60
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Purchased Bundle: Ceridian Payroll

Desirable and appropriate and

Estimated Semi Monthly Recurring Fee. Ps. Priority Delivery-Semi-Monthly	Frequency	Product Type	Puni Of Measure ; ;	Unit Price Qu	antity Price
Priority Delivery-Semi-Monthly	SemiMonthly	Recurring	Per Processing	\$16.50	1 \$16.50
					7.2.00

Fairnated Monthly Recurring Fees 71. Turk		Product Type	Unit Of Measure	· Unit Price	Quantity	Price
Ceridian Payroll Base Fee Ceridian Payroll Subscription Fee	Monthly Monthly	Subscription Subscription	* Each Per Employee	\$0.00 \$6.00	1	\$0.00 \$54.00
Ceridian Employment & Salary Verification Service (Talx)	Monthly	Subscription	Per Employee	\$0.00	9	\$0.00
General Ledger	Monthly	Subscription	Each	\$12.60	1	\$12.60

Estimated Annual Reculting Fees 1		to showing to be	. Viiii OY Vessilie	Mill Drice	Quantity	Price
	Annual	Subscription	Per Form	\$3.40	9	\$30.60
Year-End W-2	Annual	Annual	Each	\$84.00	1	\$84.00
						1

Caridian Payroll (molementation and Gine Time Free-	Pleasency	Product Typ	e Unit Of Measur	e i " Unit Price : -	Quantity	Price
1	0115 11115	Setup	Each	\$47.25	1	\$47.25
General Ledger	One Time	Setup	Each	\$395.00	1	\$395.00
	One mile	Selap	Each	\$395.00	1	



Purchased Bundle: Ceridian Payroll

eridian Payroll Base Fee	Monthly	Subscription	Each	30.00		\$0.
eridian Payroll Subscription Fee	Monthly	Subscription	Per Employee	\$6.00	14	\$84.
eridian Employment & Salary Verification Service (alx)	Monthly	Subscription	Per Employee	\$0.60	14	30.
eneral Ledger	Monthly	Subscription	Each	\$12.60	7	\$12.
fority Delivery	Monthly	Recurring	Per Processing	\$16.50	1	\$16.
timated implementation and One Time Fee's	Land War		Unit Of Measure	******	Asserted W.	MEGZ
ridian Payroll Implementation Fee	One Time	Setup	Each	\$ 73.50	1	\$73.5
neral Ledger	One Time	Setup	Each	\$395.00	1	\$395.0
110.th 600ga						

Estimated Total One Time Fees \$1,590.90

An additional record retention fee will apply after the 2nd full calendar year of service. The Subscription Fee includes one (1) Federal, State, and Local Tax Filing ID. Each additional State Tax Filing ID will be charged at a price of \$10.00 Each additional Local Tax Filing ID will be charged at a price of \$10.00 Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped FOS Origination Point.

> The Service Particulars applicable to the purchased bundle are found at https://contracts.ceridian.com under the following name(s):
> • Ceridian HR/Payroll-General Terms

This Order Form is entered into between Client and the Ceridian entity that has signed below, and is governed by the terms of Ceridian's current Master Services Agreement found at https://ontracts.caridian.com/ unless Client is already bound by a prior version of Ceridian's Master Services Agreement, in which case such prior Master Services Agreement will govern (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, or any document found at https://confracts.caridian.com have the meaning set forth in the MSA. In addition to the Fees set forth herein Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable Rate Sheet also found at https://contracts.ceridian.com. Ceridian may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Ceridian and Client. Client further acknowledges that the terms applicable to its existing Services being replaced by the Services ordered herein will continue to govern until the Service Start Date of the new Services, after which time the prior terms will be of no further effect.

LEGISLATIVE ISSUES WERE PRESENTED AND DISCUSSED.

MOTION TO CONTINUE

MOTIONED BY COMMISSIONER PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO CONTINUE WORK SESSION ON NOVEMBER 8, 2017 AT THE E911 CENTER. UNANIMOUSLY APPROVED

DAY OF NOVEMBER MINUTES APPROVED THIS 8TH 2017.

TODD ADAMS, CHAIRMAN

WORK SESSION MEETING AGENDA COOSA COUNTY COMMISSION November 8, 2017 6:00 pm @ E911 Building

WELCOME
PUBLIC COMMENTS:
ELECTED OFFICIAL COMMENTCALL TO ORDER
COMMISSION ROLL CALL

NEW BUSINESS

(1) Discussion of Legislative Issues – Commissioners and Elected Officials

ADJOURN

MINUTES

COOSA COUNTY COMMISSION-Legislative Work Session

November 8, 2017

6:00 PM

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE E911 BUILDING ON OCTOBER 19, 2017 FOR A WORK SESSION WITH TODD ADAMS, CHAIRMAN, PRESIDING.

COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED OF CHAIRMAN TODD ADAMS, VICE CHAIRMAN BERTHA KELLY, PAUL PERRETT, AND UNZELL KELLEY.

LEGISLATIVE ISSUES WERE PRESENTED AND DISCUSSED.

MOTION TO CONTINUE

MOTIONED BY COMMISSIONER PAUL PERRETT AND SECONDED BY CHAIRMAN TODD ADAMS TO RECESS TO THE REGULAR MEETING ON NOVEMBER 14, 2017. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 14TH DAY OF NOVEMBER, 2017.

TODD ADAMS CHAIRMAN

Bar the law

AGENDA COOSA COUNTY COMMISSION November 14, 2017 9:30 AM

WELCOME

PUBLIC COMMENTS: Jason Gamble and Greg Fields – Charter HR (Payroll Services) out of Kellyton, AL

ELECTED OFFICIAL COMMENT: Andi Wilson, Superintendent – Board of Education 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 of Proclamation noting November 17-23 as "Farm Week".-Chairman Adams
- (2) Approval of Termination of Ceridian Payroll Contract dated 10/19/17 for services beginning January 1, 2018-Admin Graham
- (3) Approval of Charter HR Contract for payroll services beginning at termination of current Ceredian Signature Contract (approx. Jan.1, 2018).-Admin Graham
- (4) Approval of Resolution regarding Alabama Graphite (AG) Commissioner Perrett
- (5) Approval of proposed Local Legislation allowing Sheriff to apply for debit/credit card-Sheriff Wilson
- (6) Approval of proposed Local Legislation regarding Booking Fees Sheriff Wilson
- (7) Approval of proposed Local Legislation related to employment and compensation of Deputy Sheriffs (See Changes from Work Session) Sheriff Wilson
- (8) Approval of proposed Local Legislation regarding failure to appear warrant fees by the Sheriff of Coosa County-Sheriff Wilson
- (9) Approval of Local Legislation regarding additional fees in the Probate Office regarding mandatory liability insurance and additional fees in the areas of marriage license, petition for

adoption, driver license issuance, remote access of records computer fees and scanning/faxing/electronic transmission fees-Judge Dean

(10)Approval of Local Legislation regarding amending provisions of Section 45-19-245(g) (1) *Code of Alabama*, 1975 retroactive to October 1, 2016 regarding distribution of tobacco tax.-Admin Graham

(11) Approval of Resolution proposing holding a public referendum during the 2018 General Election for a Five Mill Tax Increase. – Commissioner Unzell Kelley

OLD BUSINESS

- (1) Discussion of Polling Places Judge Dean
- (2) Approval of Courthouse Emergency Closure Polity Admin Graham

STAFF REPORTS

Administrator:

Engineer

Attorney

EMA

Courthouse Maintenance-

Nutrition-

Safety Coordinator-

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

MINUTES

COOSA COUNTY COMMISSION

NOVEMBER 14, 2017

9:30 A.M.

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE NOVEMBER 14, 2017 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, RANDALL DUNHAM AND UNZELL KELLEY.

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 RANDALL DUNHAM TO APPROVE THE AGENDA. UNANIMOUSLY APPROVED

READING OF MINUTES

MOTIONED BY COMMISSIONERS PAUL PERRETTAND SECONDED BY RANDALL DUNHAM TO DISPENSE READING OF MINUTES. UNANIMOUSLY APPROVED

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. MOTION TO APPROVE CHANGES IN EMPLOYEES: JOB DESCRIPTION, SALARY, WORK HOURS. 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



To: Coosa County Commission

From: Coosa County Sheriff's Office

Date: October 25, 2017

Re: David Samuel Lamberth - New Hire - Correction Officer/Dispatcher

MESSAGE: New Hire

David Samuel Lamberth is employed by the Coosa County Sheriff's Office as a Correctional Officer/Dispatcher. His date of hire will be October 26, 2017. Lamberth'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, Sherift

Coosa County Commission

Engineering Department 17781 US HWY 231 ROCKFORD, ALABAMA 35136 (256) 377-2261

RANDALL DUNHAM DISTRICT NO.1 BERTHA KELLY DISTRICT NO. 2

Donald Wayne Eason COUNTY ENGINEER

UNZELL KELLEY DISTRICT NO. 3 PAUL PERRETT DISTRICT NO. 4 **TODD ADAMS** CHAIRMAN DISTRICT NO. 5

September 13, 2017

Bridget Graham Administrator Coosa County Commission P. O. Box 10 Rockford, AL 35136

RE: Pay Scale Changes (Road Department)

Dear Bridget:

The following employee completed his six months employment as of September 13, 2017 and is eligible for a 3% salary increase.

Full Time Employee

New Hourly Rate

Jimmy Hardman

\$8.76

Thanks for your attention in this matter.

Yours truly,

Donald W. Eason

Coosa County Engineer



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

October 19, 2017

SALE OF ACCRUED LEAVE

In accordance with Coosa County Sheriff's Office Rules and Regulations, Attendance, Pay and Leave Policy, Section 5, General, Paragraph 6A (5), Sheriff Office employee _____has requested to sell back hours of accrued leave based on extraordinary circumstances. This request has been approved. We have confirmed _____ has accrued leave time available in excess of hours requested for sale. PO BCX 10



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

To: Coosa County Commissioners

Date: 9/30/17

West Coosa Senior Center Van Driver, Angie Camp, was eligible for a 3% increase in her hourly rate on April 20, 2016 upon completion of her probationary period. This raise was overlooked and has now been retroactively adjusted. Ms. Camp's new rate on 9/30/17 is \$7.73/hour.

Budget Graham Regards,

Bridget Graham County Administrator

Payroll/Status Cha	inge Notice			
Routing Payroll				
		ew Hire	Change Separation	
Social Security #	Flist Employee/P	ayroll # I	Dept. Sr. Center	_
Address 9114 Hwy 22	LE	Kellyton	AL 35089 State ZIP Code	
Telephone # _()	street	Date of Birth (for admi	nistrative use only)/ /	_
Status: Full-Time Par Job Title Temp, Priver	t-Time		Hourly W-4 Attached? Yes No	- lo
Change(s) for Current E Type Address Change Demotion Department 401(k)/403(b) Contribution Insurance Eligibility Job Title Change of Insurance Layoff Length of Service Increase Merit Increase End of Introductory Period Promotion Reevaluation of Current Job Rehire Resignation Retirement Salary/Wage Separation Shift Change Transfer Union Scale Other	From		Comments	
Leave of Absence Begin Leave ☐ Educational ☐ Short-Term Disability	/ / Return from Leave Personal Long-Term Disability		Medical Leave (Including Pregnancy)	
Separation Separation Date Voluntary Separation Election of COBRA Yes If yes, describe type of coverage elections		Notice of CO	Day Paid/ DBRA Rights Provided on/_/_	
Additional Comments	Temp Driver hired Rate of Pay 750	to begin on	10/23/2017	_
Employee Signature (Optional) Supervisor/Designated Manager Sig		me and title Administrate make and title	Date / / Date 10/23 / 17	7
Human Resources/Payroll Manager	Signature	me and Title	Date/	_



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ATTORNEY

NEW BUSINESS

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY BERTHA KELLY TO APPROVE PROCLAMATION NOTING NOVEMBER 17-23 AS "FARM WEEK". UNANIMOUSLY APPROVED.

PROCLAMATION FOR COOSA COUNTY

ALABAMA FARM-CITY WEEK November 17 – 23, 2017

For over 60 years during Thanksgiving week, the American people have observed Farm-City Week to express gratitude for the bounty with which God has blessed our land and to recognize the achievements of the farmers, rural townspeople, and city residents who make our Nation's agricultural production and distribution system so successful. Truly this cooperation between rural and city dwellers for mutual benefit helps ensure our country's well-being.

America's farmers have provided food and fiber to sustain our people throughout decade after decade of progress. Farmers' productivity has increased steadily, thanks largely to their initiative in supporting and adopting the methods and materials developed by scientific research. Yield per acre has grown tremendously, with the result that American farmers are able not only to meet the Nation's basic needs for food stuffs, but also to produce agricultural goods for export and for a wide variety of specialty markets here in the United States and around the world.

American agriculture, and the many service industries that depend upon it in cities and towns and along all the routes in between, is a story of extraordinary labor creating extraordinary abundance. At this time of year, it is only fitting that all Americans offer some special sign of thanks to those who grow, harvest, and bring to our Nation's tables the fruits of sun, seed, and soil.

NOW, THEREFORE, I, the Honorable Todd Adams, Chairman of the Coosa County Commission, by virtue of the authority vested in me do hereby, proclaim the week of November 17 through November 23, 2017, as ALABAMA FARM-CITY WEEK. I call upon all citizens of Coosa County to join in recognizing the accomplishments of our productive farmers and of our urban residents, who cooperate to create abundance, wealth, and strength for our County, State, and Nation.

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

Todd Adams, Chairman

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2965 MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY PAUL PERRETT THE APPROVAL OF TERMINATION OF CERIDIAN PAYROLL CONTRACT DATED 10/19/2017 FOR SERVICES BEGINNING JANUARY 1, 2018. UNANIMOUSLY APPROVED



ORDER FORM

Client Order No.: 00073895.0 Generation Date: October 17, 2017

Offer Expiration: 30 days from Generation Date

Service Term Length (from Service Start Date): 12 Months

Territory: US Currency: USD Affected Payroll ID:

Client Information Client Name	<u>a da da</u>	Stanto go o Sacolidado Indiado de Sacolidado	alian ang at mga matani i lala di pang manangan a sa in	e in Arthur William Brookin and the co
Coosa County Commission		millionimini ka jeon protingi (1975 (1988) protingi (1994) ka ka millionimini ka postanja (1994) ka millionimi		the "Client"
Service Contact	Phone No.	e-mail		
Bridget Graham	(256) 377-1350	coosacountyadm@gmail.co	om	
Billing Street Address		City	State/Province	Zip/Postal Code
9709 US Highway 231		Rockford	Alebama	35136

Purchased Bundle: Ceridian Payroll

Estimated Bi-Weekly Recurring Fees	Frequency	Product Type		Unit Of Measure	Unit Price	Quantity	Price
Priority Delivery-BiWeekly	Biweekly	Recurring	(VOIP) NO	Per Processing	\$16.50	1	\$16.50
Wage Attachment Disbursements-BiWeekly	Biweekly	Recurring	•	Each	\$2.50	2	\$5.00

Frequency	Product Type	Unit Of Measure	Unit Price	Quantity	Price
Monthly	Subscription	Each	\$0.00	1	\$0.00
Monthly	Subscription	Per Employee	\$6.00	56	\$336.00
Monthly	Subscription	Per Employee	\$0.00	56	\$0.00
Monthly	Subscription	Each	\$12.60	1	\$12.60
	Monthly Monthly Monthly	Monthly Subscription Monthly Subscription Monthly Subscription	Monthly Subscription Each Monthly Subscription Per Employee Monthly Subscription Per Employee	Monthly Subscription Each \$0.00 Monthly Subscription Per Employee \$6.00 Monthly Subscription Per Employee \$0.00	MonthlySubscriptionEach\$0.001MonthlySubscriptionPer Employee\$6.0056MonthlySubscriptionPer Employee\$0.0056

Estimated Annual Recurring Fees	Frequency	Product Type	Unit Of Measure	Unit Price	Quantity	Price
Ceridian ACA Annual Subscription and Processing	Annual	Recutring	Per Form	\$4.75	84	\$399.00
Fee Ceridian ACA Annual Subscription and Processing	Annual	Subscription	Each	\$125.00	1	\$125.00
Fee Year-End W-2	Annual	Subscription	Per Form	\$3.40	56	\$190.40
Year-End W-2	Annual	Annual	Each	\$84.00	1	\$84.00

Estimated Implementation and One-Time Fees	Frequency	Product Type	Unit Of Measure	Unit Price	Quantity	Price
Ceridian Payroll Implementation Fee	One Time	Setup	Each	\$260.55	1	\$260.55
General Ledger	One Time	Setup* *	Each	\$395.00	1	\$395.00
Wage Attachment Disbursements	One Time	Setup	Each	\$24.60	1	\$24.60

Purchased Bundle: Ceridian Payroll

Estimated Semi Monthly Recurring Fees	Frequency	Product Type	Unit Of Measure	Unit Price	Quantity	Price
Priority Delivery-Semi-Monthly	SemiMonthly	Recurring	Per Processing	\$16.50	1 .	\$16.50

Estimated Monthly Recurring Fees	Frequency	Product Type	Unit Of Measure	Unit Price	Quantity	Price
Ceridian Payroll Base Fee	Monthly	Subscription .	Each	\$0.00	1	\$0.00
Ceridian Payroll Subscription Fee	Monthly	Subscription	Per Employee	\$6.00	9	\$54.00
Ceridian Employment & Salary Verification Service	Monthly	Subscription	Per Employee	\$0.00	9	\$0.00
(Talx) General Ledger	Monthly	Subscription	Each	\$12.60	1	\$12.60

Estimated Annual Recurring Fees	Frequency	Product Type	Unit Of Measure	Unit Price	Quantity	Price
Year-End W-2	Annual	Subscription	Per Form	\$3.40	9	\$30.60
Year-End W-2	Annual	Annual	Each	\$84.00	1	\$84.00

Estimated Implementation and One-Time Fees	Frequency	Product Type	Unit Of Measure	Unit Price	Quantity	Price
Ceridian Payroll Implementation Fee	One Time	Setup	Each	\$47.25	1	\$47.25
General Ledger	One Time	Setup	Each	\$395.00	1	\$395.00
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Purchased Bundle: Ceridian Payroll

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Price \$73.50 \$395.00	Quantity	Unit Price \$73.50 \$395.00	Unit Of Measure Each Each	Product Type Setup Setup	Frequency One Time One Time	Estimated Implementation and One-Time Fees Ceridian Payroll Implementation Fee General Ledger
Price \$47.60 \$84.00	Quantity 14	Unit Price \$3.40 \$84.00	Unit Of Measure Per Form Each	Product Type Subscription Annual	Frequency Annual Annual	Estimated Annual Recurring Fees Year-End W-2 Year-End W-2
\$12.60 \$16.50	→	\$12.60 \$16.50	Each Per Processing	Subscription Recurring	Monthly Monthly	Priority Delivery
\$0.00 \$84,00 \$0.00	14 14	\$0.00 \$6.00 \$0.00	Each Per Employee Per Employee	Subscription . Subscription Subscription	Monthly Monthly Monthly	Ceridian Payroll Base Fee Ceridian Payroll Subscription Fee Ceridian Employment & Salary Verification Service (Taty)

An additional record retention fee will apply after the 2nd full calendar year of service. The Subscription Fee includes one (1) Federal, State, and Local Tax Filing ID Each additional State Tax Filing ID will be charged at a price of \$10.00 Each additional Local Tax Filing ID will be charged at a price of \$10.00. Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped FOB Origination Point

Estimated Total One Time Fees

\$8,339.20 \$1,590.90

at https://contracts.com/dian.com under the following name(s):
- Cendian HR/Payroll-General Terms
- Cendian HR/Payroll-Ancillary Services Terms The Service Particulars applicable to the purchased bundle are found

This Order Form is entered into between Client and the Ceridian entity that has signed below, and is governed by the terms of Ceridian's current Master Services Agreement found at https://contracts.ceridian.com, unless Client is already bound by a prior version of Ceridian's Master Services Agreement, in which case such prior Master Services Agreement will govern (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, or any document found at https://contracts.ceridian.com, bet forth herein Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable Rate Sheet also found at https://contracts.ceridian.com. Ceridian may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Cliant effective the date of such change.

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Ceridian and Client. Client further acknowledges that the terms applicable to its existing Services being replaced by the Services ordered herein will continue to govern until the Service Start Date of the new Services, after which time the prior terms will be of no further effect.



MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY PAUL PERRETT THE APPROVAL TO USE CHARTER HR FOR PAYROLL SERVICES BEGINNING AT TERMINATION OF CURRENT CEREDIAN SIGNATURE CONTRACT (APPROX. January 1, 2018). UNANIMOUSLY APPROVED

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Annual =	\$.50 = 525°° \$6,300	

ADMINISTRATIVE SERVICES AGREEMENT

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This Agreement is entered into this _____ day of _____, 20____ by and between CHARTER HR, Inc. (hereafter referred to as "CHARTER HR"), and Coosa County Commission (hereinafter referred to as "Client").

I. TERM OF AGREEMENT

The initial term of this Agreement shall be one year (the "Initial Term"). Unless otherwise specified or agreed, either party may terminate this Agreement by providing thirty (30) days written notice as specified in Paragraph VIII(L) below. Unless otherwise specified or agreed, following the completion of the Initial Term, this Agreement shall automatically renew and remain in full force and effect for additional terms of one year, and shall remain in effect until either party gives written notice to the other party by delivering notice of termination as specified in Paragraph VIII(L) below, at least thirty (30) days prior to such termination, or prior to the expiration of the Initial Term or any extension of the Initial Term. Any illegal act, or the cessation of business, or the filing of a voluntary bankruptcy petition by (or an involuntary bankruptcy petition against) a party shall enable the other party to terminate this Agreement immediately upon written notice as specified in Paragraph VIII(L) below. CHARTER HR also may terminate the Agreement immediately pursuant to Paragraphs II(A) and II(B) below.

II. CHARTER HR'S SERVICES

CHARTER HR and Client agree that CHARTER HR will supply only the following services which are initialed by both CHARTER HR and Client:

A. CHARTER HR agrees to compute and prepare paychecks and to make appropriate tax withholdings based solely upon information supplied to CHARTER HR by Client (hereafter such services are referred to as "Payroll Services".) All hours and other payroll information needed by CHARTER HR (including but not limited to the exempt or non-exempt status of employees under applicable wage and hour laws) in order to prepare paychecks shall be submitted by Client in writing to CHARTER HR at least _____ days prior to the date CHARTER HR is to prepare paychecks. Client assumes sole and exclusive responsibility for the consequences of supplying erroneous or late information to CHARTER HR. Subject to the requirements, terms and conditions set forth herein, CHARTER HR will process payroll for Client's employees, from Client's bank account, either by preparing and distributing payroll checks to Client for execution and dissemination ("check delivery") or by deposit of net wages into Client's employees' designated accounts (full service direct deposit, or "FSDD"), or both. In no event shall CHARTER HR be or become responsible for the payment or funding from its own funds of the Client's payroll. If sufficient good funds to

cover Client's tax deposits and payments are not present in the Client's designated account, CHARTER HR may, at its sole discretion, immediately cease providing Client with payroll and/or other services, whereupon Client will immediately become responsible for preparation of all payroll checks and for all other services hereunder, such as any deposits and filings then and thereafter due and related penalties and interest.

- ✓ B. Should Client contract for tax filing services Client shall sign each form as required by CHARTER HR in order to perform such tax filing services. Where Client contracts for tax filing services, Client shall ensure sufficient good funds to cover Client's tax deposits and other payments are in the Client's account from which CHARTER HR shall make withdrawals, including but not limited to payments to CHARTER HR for its service fee, no later than the day prior to the date the payroll checks are dated, for the applicable payroll. If sufficient good funds to cover Client's tax deposits and payments are not present in the designated account, CHARTER HR may, at its sole discretion, immediately cease providing Client with tax filing services and/or payroll services, whereupon Client will immediately become responsible for preparation of all payroll checks and for all tax deposits and filings then and thereafter due and related penalties and interest. Notwithstanding anything to the contrary, CHARTER HR shall have no obligation to make any payment to any governmental authority or to any other person, unless good and negotiable funds are deposited and maintained by Client in the account from which CHARTER HR makes its withdrawals.
- C. CHARTER HR agrees to provide the Human Resource Services set forth on Exhibit "A" for employees of Client.
- D. Pursuant to an executed, Limited Power of Attorney authorization, CHARTER HR will select and bind workers' compensation insurance coverage for the Client and its employees.
- E. Should Client select the services at Paragraphs II(A) or II(B) above, Client shall set up or have established a payroll account in Client's name, from which CHARTER HR shall make payroll debits or wire transfers (or other appropriate transactions) as authorized by Client and in accordance with the requirements of Client's bank and the National Automated Clearing House Association.
- F. No matter what level of services Client desires CHARTER HR to provide, CHARTER HR shall NOT be considered to be an employer of any individual for whom paychecks are prepared, for whom taxes and/or any other payments are paid, or for whom Human Resource Services are provided. CHARTER HR will not supply workers' compensation coverage or any other benefit or insurance product to Client or to its employees, except that CHARTER HR will act as Client's Attorney in Fact only for the purposes of selecting and binding workers' compensation coverage with an insurance company if Paragraph II(D) above is selected and if the Client executes an appropriate Limited Power of Attorney authorization.

G. All payroll preparation, payroll tax payments and filing services shall be in Client's name and under Client's federal, state, and local tax identification numbers, which Client shall provide and maintain throughout the term of this Agreement.

III. TAX FILING SERVICES

If Tax Filing Services have been contracted for as set forth in Paragraph II(B) above, the following shall be applicable:

- A. Subject to the requirements and conditions of Paragraph II above and as otherwise set forth herein, CHARTER HR shall, upon the effective date of the services described above and for so long as such services are in effect, collect from Client by account debit or wire transfer from Client's designated account, and deposit with an appropriate authorized depository, on or before the applicable statutory deadlines, the required and specified federal, state and local payroll tax withholding and employer matching contributions. CHARTER HR shall also prepare and file the required and specified federal, state and local payroll tax forms and reports.
- B. Client agrees to execute all documentation needed by CHARTER HR to perform the payroll tax payment and filing services and to authorize the debits and credits requested, including, without limitation, all bank authorizations, powers of attorney, direct deposit authorizations and reporting agent authorizations.

IV. CLIENT'S RESPONSIBILITIES

Client agrees and understands that it remains the sole employer of all Client employees and thus remains responsible for compliance with local, state and federal employment laws and regulations, including without limitation all applicable laws and regulations addressing all aspects of employment, such as unionization, hazardous substance and safety, actual or alleged employment discrimination or harassment, equal employment opportunity, wage and hour requirements, FMLA, USERRA, and other employee leaves (if applicable), affirmative action, physical access and other reasonable accommodations for the disabled, and workers' compensation laws, regulations and benefits. As the sole employer Client shall make any and all strategic, operational, legal, and all other business-related decisions regarding Client's business. Such decisions and related outcomes shall exclusively be the responsibility of Client and CHARTER HR shall bear neither responsibility nor liability for any actions or inactions by Client or by any of its employees or agents. Additionally, Client shall have sole and exclusive control over the day-to-day job duties of all its employees and CHARTER HR shall have no responsibilities with regard to the Client's employees' performance of such day-to-day job duties. Furthermore, CHARTER HR shall have no control over the job site at which, or from which,

Client's employees perform their services. Control over the day-to-day job duties of employees of Client and over the job site at which, or from which, Client's employees perform their services is solely and exclusively assigned to Client. Client expressly absolves CHARTER HR of control over the day-to-day job duties of the Client's employees and over the job site at which, or from which, Client's employees perform their services.

- B. For any FSDD services, Client shall, before the first payroll processed by CHARTER HR, obtain a signed authorization from all of Client's employees, in a form provided or approved by CHARTER HR, allowing for initiation of credits to the employee's account for wages earned and allowing for debits from the employee's account for funds credited in error. Client shall maintain such authorization for at least two years and shall provide copies to CHARTER HR upon request. Client agrees to cooperate and assist CHARTER HR in recovering any funds paid to any Client employee in error.
- C. In order to process any stop payment on any payroll check, Client agrees to complete such written stop payment request forms as CHARTER HR requests. Upon submission of the requested forms, CHARTER HR will promptly place the stop payment order with the issuing bank. Client shall be solely responsible for any liability or damages resulting from the stop payment request.

V. BENEFITS

A. CHARTER HR assumes no liability for any aspect of any Client retirement plan, 401K pension plan, health benefits, or any other benefits provided by Client. Upon request, CHARTER HR, directly or through its designee, shall assist Client in processing payments and employee contributions to Client's health benefit plan(s), 401(k) pension plan or other appropriate retirement plan for all eligible employees of Client. The specific rights of any employee of Client under any 401(k) plan, health benefit plan, retirement benefit plan, or any other benefit plan, whether respecting their eligibility, participation, payment of benefits, or otherwise, shall be governed solely by the express terms and provisions of the plan, and applicable law, as is in effect or as is amended from time to time. Client acknowledges that CHARTER HR is not the plan sponsor, trustee or third-party administrator and that CHARTER HR is not undertaking plan administration or responsibility for any testing or reporting requirements. Client may be required to sign a separate agreement with such other designee as may assist in providing the services set forth above.

VI. SERVICE FEES

- A. For services to be rendered under Paragraph II(A) of this Agreement, CHARTER HR shall be entitled to a fee of \$3.50 per check or direct deposit made. For services to be rendered under Paragraph II(B) of this Agreement, CHARTER HR shall be entitled to a fee of \$0_. For services to be rendered under Paragraph II(C) of this Agreement, CHARTER HR shall be entitled to a fee of \$0_. The initial compliment of employees for whom CHARTER HR will provide its services totals _____. It is understood and agreed that for each ten (10) percent increase in the number of employees working for Client, Client shall pay to CHARTER HR an additional fee of \$_0__ per _0_ for services provided pursuant to Paragraph II(A); an additional fee of \$_0_ per _0_ for services provided pursuant to Paragraph II(B); and an additional fee of \$_0_ per _0_ for services provided pursuant to Paragraph II(B); and an additional fee of \$_0_ per _0_ for services provided pursuant to Paragraph II(C).
- B. All fees due CHARTER HR for services provided by CHARTER HR pursuant to Paragraph II(A) or II(C) are to be paid by Client within _____ days from the date of the applicable CHARTER HR invoice to Client. If tax filing services are elected payment shall be accomplished as set forth in Paragraph II(B). Any unpaid balance owed to CHARTER HR by Client will also be subject to periodic charge of one and one-half (1 1/2) percent per calendar month (or such lesser maximum interest rate if set by applicable law at a lower rate) until paid in full. CHARTER HR reserves the right to at any time terminate this Agreement if full payment is not made when due.

VII. INDEMNIFICATIONS

- A. Except as this provision is modified by Paragraph VII(B), without regard to the fault or negligence of any party, Client hereby unconditionally indemnifies, holds harmless, protects and defends CHARTER HR, and all subsidiary, affiliate and parent companies, their shareholders, employees, attorneys, officers, directors, agents and representatives (all indemnified parties referred to as "CHARTER HR Indemnified Parties") from and against any and all claims, demands, damages (including punitive and compensatory), injuries, deaths, actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and other consequences of any sort without limit and without regard to the cause or causes thereof or the negligence of CHARTER HR or any CHARTER HR Indemnified Party, arising out of or in any way related to this Agreement, including all employment or employment benefit related matters, disputes or claims involving in any way the Client or any of its employees, former employees, or employee applicants.
- B. CHARTER HR hereby unconditionally indemnifies, holds harmless, protects and defends Client, and all subsidiary, affiliate and parent companies, their partners, shareholders, employees, attorneys, officers, directors, agents and representatives (all indemni-

fied parties referred to as "Client Indemnified Parties") from and against any and all claims, demands, damages (including compensatory but not punitive), injuries, deaths, actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and other consequences of any sort, up to and including but not exceeding the aggregate amount of the service fees paid by Client under Paragraph VI above, resulting from: (a) Client has contracted for services as set forth in Paragraph II(A) and improper calculations of wages has occurred by CHARTER HR, based upon correct and timely information supplied by Client to CHARTER HR; (b) Client has contracted for services as set forth in Paragraph II(B) and Client has timely met all of its obligations, however, CHARTER HR has failed to make timely tax payments or other payments required by this Agreement; or (c) Client has contracted for services as set forth in Paragraph II(C) and any action is taken by Client in compliance with and in response to explicit, written CHARTER HR direction or guidance which is illegal under the applicable local, state or federal law governing the action.

VIII. GENERAL PROVISIONS

- A. Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement including but not limited to any statement made by any marketing agent of CHARTER HR. Client acknowledges that CHARTER HR has made no representation concerning whether CHARTER HR's services will improve the performance of Client's business.
- B. Client understands that CHARTER HR is not in any way acting as an employer, co-employer, joint employer, or as an employment agency with regard to any of Client's employees.
- C. Client acknowledges that CHARTER HR shall not be liable for any Client loss of business, good will, profits, or other damages.
- D. CHARTER HR will only provide the above agreed to services and no other services shall be provided or implied.
- E. Client specifically authorizes CHARTER HR to conduct a credit and background reference check on Client and such officers of Client as CHARTER HR deems appropriate in compliance with the requirements of law. Client will cooperate with the completion of all authorization forms for any such checks as CHARTER HR deems necessary.
- F. This Agreement is assignable by CHARTER HR at its sole discretion. Client may not assign this Agreement nor its rights and duties hereunder, nor any interest herein, without the prior written consent of CHARTER HR. This Agreement shall bind and benefit the parties' successors and assigns.

- G. Client acknowledges and agrees that CHARTER HR is not engaged in the practice of law or the provision of legal services, and that Client alone is completely and independently responsible for its own legal rights and obligations.
- H. This Agreement constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties. Both parties have had input into this Agreement or adequate opportunity to participate in the drafting of all provisions of this Agreement.
- I. The failure by either party at any time to require strict performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the effectiveness of this Agreement, or any part thereof, or prejudice either party as regards to any subsequent action.
- J. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Venue for the resolution of any dispute shall be in Tallapoosa County, Alabama.
- K. In the event of any lawsuit or other proceeding to enforce the provisions of this Agreement, any party who shall substantially prevail in such litigation shall be entitled to an award of its costs and reasonable attorney's fees incurred at all levels of proceedings.
- L. Any notice or demand given hereunder shall be accomplished by the personal delivery in writing (with written receipt) or by other delivery with proof of delivery or attempted delivery to the address set forth herein for the other party, and shall be deemed effective upon proof of attempted delivery (actual delivery to be made as soon as is practicable following attempted delivery).
- M. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

CHARTER HR, INC.		
Ву:		
		(Date)
Its:		
Address:		
	160 McClellan Industrial Drive Kellyton, AL 35089 FAX: 256-234-5576	
Coosa Cou	unty Commission	
Ву:		
		(Date)
Its:		
Address:		
	100 Main St. Rockford, AL 35136	
FAX:		

MOTIONED BY COMMISSIONERS PAUL PERRETTAND SECONDED BY BERTHA KELLY TO APPROVE OF RESOLUTION REGARDING ALABAMA GRAPHITE (AG). UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO APPROVE PROPOSED LOCAL LEGISLATION ALLOWING SHERIFF TO APPLY FOR DEBIT/CREDIT CARD. UNZELL KELLEY ABSTAINED. MOTION PASSED.

1	CREDIT CARD
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3	DRAFT
9	A BILL
10	TO BE ENTITLED
11 12	AN ACT
13	To authorize the Sheriff of Coosa County to
14	establish procedures to make limited purchases utilizing a
15	credit or debit card provided the proper procedures are
16	followed.
17	Section 1. (a) For purposes of this act, the
18	following words have the following meanings:
19 20	(1) CREDIT CARD. A line of credit issued by a domestic lender or credit card bank.
21	(2) DEBIT CARD. A card issued by a bank in relation
22	to a checking or savings account held by the Coosa County
23	Sheriff's Office.
24	(a) To provide for convenience in making purchases
25	of tangible personal property or services approved by the
26	Sheriff, the Sheriff of Coosa County may establish procedures
27	to make certain purchases through use of a credit or debit
28	card issued to the Coosa County Sheriff's Office. The Sheriff
29	may promulgate written policy and procedures governing the
30	utilization of credit or debit cards which, at a minimum,
31	shall include each of the following:
32	(1) A monetary limit on the amount of any individual
33	purchase which may be made with a credit card or debit card

- 1 (2) A monetary limit on the total monthly amount 2 that may be purchased with a credit or debit card taking into 3 consideration the monetary limit of the discretionary fund 4 used.
- 5 (3) Procedures to ensure that the sheriff or his or 6 her designee has sole access to any credit or debit card, 7 credit or debit access to any credit or debit cards, credit or
- 8 debit card numbers, access codes, or security codes.
- 9 (4) Procedures to keep accurate records of all
 10 purchases made with a credit or debit card, and ensure
 11 periodic review by the Coosa County Sheriff's Office
 12 Administrator as well as required audits.
- (5) Procedures to ensure that all credit or debit card bills are carefully reviewed by the Sheriff each month to make sure that no unauthorized charges appear on the bill.
 - (6) Procedures to ensure that all credit or debit card bills are paid in full on a timely basis each month to avoid service charges, late fees, or interest payments.
 - (7) The Sheriff shall select the credit or debit card provider or providers taking into consideration each of the following:
- 22 (a) Whether the credit or debit card issuer 23 requires an annual fee for utilizing the card.

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- 24 (b) Whether the credit or debit card issuer offers 25 rewards or rebates based upon purchases made utilizing the 26 account.
- (c) What interest rates, service charges, finance charges, or late fees will be assessed in the event a bill from the credit or debit card issuer is paid late or the balance is not paid in full.
- 31 (d) Whether penalties or fees will be assessed 32 against the sheriff in the event he or she decides to 33 terminate the credit or debit card. 34
 - (e) Any other consideration deemed relevant by the Sheriff.

-.. EVEINT the tirdit or debit card provides 2 rewards or rebates based upon the use of the card, any rewards 3 or rebates earned from the card or cards shall be deposited in the designated Coosa County Sheriff's Office discretionary account(s). 4 5 Section 2. This act shall become effective 6 immediately upon approval by the Governor, or its otherwise

> becoming law. MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO APPROVE OF PROPOSED LOCAL LEGISLATION REGARDING BOOKING FEES. UNZELL KELLEY OPPOSED.

MOTION PASSED.

1 BOOKING FEE

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DRAFT

A BILL

TO BE ENTITLED

AN ACT 13

> Relating to Coosa County; to provide for a booking fee to be imposed on each person booked into the Coosa County Jail and subsequently convicted of a crime; to provide for the collection of the booking fee; and to provide for the distribution of the revenues derived from the booking fee.

> Section 1. In Coosa County, a booking fee in the amount of thirty dollars (\$30) shall be assessed against and collected from each person booked or incarcerated in the Coosa County Jail and subsequently convicted. The fee assessed pursuant to this section shall be in addition to any fines, court costs, or other charges imposed. The booking fee imposed in this section shall be assessed against a defendant upon conviction by a court of law where the defendant is convicted. The Clerk of the Court shall enter the amount of the fee provided in this section on the docket sheet and shall collect the fee in the same manner and same time as court costs. Notwithstanding the foregoing, the fee shall not be deemed a court cost based on the collection by the clerk.

(a) In no event other than the types specified below shall the booking fee be waived:

approval by the Governor, or its otherwise becoming a law.

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MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO APPROVE THE PROPOSED LOCAL LEGISLATION REGARDING EMPLOYMENT AND COMPENSATION OF DEPUTY SHERIFF'S. UNZELL KELLEY OPPOSED. MOTION PASSED.

1	CLOTHING ALLOWANCE/HAZARDOUS DUTY PAY
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0	DRAFT
9	A BILL
10	TO BE ENTITLED
11	AN ACT
12	
13	Relating to Coosa County; to amend Section 45-19-230
14	of the Code of Alabama 1975, relating to employment and
15	compensation of deputy sheriffs.
16	(c) The county commission shall provide uniforms
17	(trousers, shirts, jacket, hat, emblems, and badges) when the
18	deputy is hired. A clothing allowance of three hundred dollars
19	(\$300) per year shall be provided after the first year. The
20	investigator shall be entitled to receive three hundred
21	dollars (\$300) when hired in lieu of uniforms.
22	BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:
23	Section 45-19-230 of the Code of Alabama 1975, is
24	amended to read as follows:
25	(a) The county commission shall provide all
26	essential uniforms and equipment that are initially required
27	when the deputy is hired. A uniform allowance of five hundred
28	dollars (\$500) per year shall be provided for the sheriff and
29	the deputies each subsequent year

1	(b) The sheriff and his deputies perform extremely
2	hazardous duty at times. Law enforcement must be compensated
3	for this risky duty of serving and protecting the public. To
4	encourage retention and recognize the risk, a supplemental
5	Hazardous Duty Pay is established. This supplemental pay will
6	consists of one hundred dollars (\$100) per officer per month.
7	(c) The Coosa County Commission shall

(c) The Coosa County Commission shall provide this Hazardous Duty Pay by the General Fund, This supplement pay does not include those who are permanently assigned to the jail division.

A subject to the Favorable should if a bill passes which eliminates the requirement for a permit from a county sheriff to carry a conceoled firearm; otherwise, the hazard duty supplemental pay will continue to be reimbursed to the county by proceeds from the & Sheriff's pistol permit fund.

2973 MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY PAUL PERRETT TO APPROVE THE PROPOSED LOCAL LEGISLATION REGARDING FAULURE TO APPEAR WARRANT FEES. UNZELL KELLEY AND BERTHA KELLY OPPOSED. MOTION PASSED.

1	FTA WARRANT FEE
2	
3	
9	A BILL
10	TO BE ENTITLED
11	AN ACT
12	
13 14	Relating to Coosa County; to provide an additional
15	fee for the service of failure to appear warrants by the
16	Sheriff of Coosa County.
17	Section 1.
18	(a) In Coosa County, in addition to any and all
19	other court costs, fees, and charges now or hereafter
20	authorized, there shall be assessed by the Circuit Court Clerk
21	a one hundred dollars (\$100) charge on the service of all
22	failure to appear warrants executed by the Sheriff or Deputies
23	of Coosa County.
24	(b) The service fee imposed in this section shall
25	be assessed against a defendant upon conviction by a court of
26	law where the defendant is convicted. The Clerk of the Court
27	shall enter the amount of the fee provided in this section on
28	the docket sheet and shall collect the fee in the same manner
29	and same time as court costs. Notwithstanding the foregoing,
30	the fee shall not be deemed a court cost based on the
31	collection by the clerk.
32	(c) The revenues derived from this service fee
33	shall be distributed as follows:

]	twenty-five dollars (\$25) of the fee to the Coosa County
2	Sheriff's Office Law Enforcement Fund. Twenty-five dollars
3	(\$25) of the fee to the Circuit Court Clerk and twenty-five
4	
5	
6	
7	(d) The additional charge provided herein, when
8	collected, shall be paid to the Coosa County Sheriff and
9	shall be used for law enforcement purposes.
10	Section 2. This act shall become effective on the
11	first day of the third month following its passage and
12	approval by the Governor, or its otherwise becoming a law.
13	
14	
15	

2974

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO APPROVE PROPOSED LOCAL LEGISLATION REGARDING ADDITIONAL FEES IN THE PROBATE OFFICE REGARDING MANDATORY LIABILITY INSURANCE AND ADDITIONAL FEES IN THE AREAS OF MARRIAGE LICENSE,

Legislative Items for 2018

1. Mandatory Liability Insurance 37-7A-12

- a. Probate offices can now collect reinstatement fees from people who get Mandatory Liability Insurance suspensions.
- b. Recommend changing the code 32-7A-12 (see highlighted paragraphs (f) and (g)) to provide AT LEAST 15% (recommend 25%) of the fees to whichever agency/office is collecting the fees. If Office of Courts collect, they get 15%, if Probate Offices collect, they get only 10%. The numbers of MLI suspensions the probate offices are working have increased, and it takes us at least 15 to 20 minutes for processing each valid suspension.
- c. The time mentioned above does not include the time our clerks must spend researching and working with the state on erroneous suspensions, copying, filing, and transmitting supporting documents, etc.—often the suspension is a mistake where we spend ½ hour or so and collect nothing (that helps our citizens and the state, but doesn't pay the county for county employees' time).
- d. Reinstatement fees are; First occurrence of MLI suspension is \$200.00; second occurrence is \$400.00. Increasing all to 15% would change from \$20 to \$30; \$40 to \$60. Wouldn't be a lot of money, but this year we collected \$19,000 and Coosa received \$1,900, at 15% would have been \$2,850, at 25% would have been \$4,750.

ALABAMA CODE: Section 32-7A-12

Suspension of registration.

- (a) The department shall suspend the vehicle registration of any motor vehicle determined to be in violation of Section 32-7A-4, including any motor vehicle operated in violation of Section 32-7A-16 by an operator other than the owner of the vehicle. Neither the fact that, subsequent to the date of verification or violation, the owner acquired the required liability insurance policy nor the fact that the owner terminated ownership of the motor vehicle shall have any bearing upon the required suspension.
- (b) The registration of any motor vehicle registered in this state shall be suspended upon the department receiving notice of the conviction of the operator of the motor vehicle in another state of an offense which, if committed in this state, would constitute a violation of Section 32-7A-4. Until it is terminated, any suspension under this chapter shall remain in force even if the registration is renewed or a new registration is acquired for the motor vehicle contrary to Section 32-7A-17.
- (c) In the case of a first violation, the department shall terminate the suspension upon payment by the owner of a reinstatement fee of two hundred dollars (\$200) in a manner as prescribed by the department and submission of

proof of current insurance as prescribed by the department to either the department, the vehicle owner's county license plate issuing official, the circuit clerk of any county, or the Administrative Office of Courts. Upon a first violation, the owner's name and identifying information shall be provided to the director by the department, for the purpose of requiring the owner to purchase and maintain insurance pursuant to Section 32-7-13 or Section 32-7-31, or both, for a period of one year.

- (d) In the case of a second or subsequent violation by a person having ownership interest in a motor vehicle or vehicles within the preceding four years, or a violation of Section 32-7A-16(b)(2), the department shall terminate of a reinstatement fee of four hundred dollars (\$400) in a manner as prescribed by the department and submission of proof of current insurance as prescribed by the department to either the department or to the vehicle owner's county license plate issuing official, the circuit clerk of any county, or the Administrative Office of Courts. In the case of a second or subsequent violation, the owner's name and identifying information shall be provided to the director by the department, for the purpose of the director requiring the owner to purchase and maintain insurance pursuant to Section 32-7-13 or Section 32-the violator shall be guilty of a Class B misdemeanor.
- (e) In accepting the reinstatement fee and proof of current insurance, the owner's county license plate issuing official, the circuit clerk of any county, or the Administrative Office of Courts shall be responsible for notifying and forwarding, not later than the next business day, any required documentation concerning the reinstatement of motor vehicle registration or registrations to the department in the manner prescribed by the department.
- (f) Except as provided in subsections (g) and (i), a portion of the fees received under this section by the department shall be used by the department exclusively for the operation and management of the mandatory liability insurance law and this article. After the payment of the expenses, the remaining funds shall be deposited into the General Fund; provided, if the fees are collected by the owner's county license plate issuing official, the official shall remit the fee to the department, except for 10 change 10 to at least 15. recommend 25 percent of the fee, which shall be retained by the official and distributed 50 percent to the county license plate issuing official and 50 percent to the county general fund. The retained fees distributed to the county license plate issuing official shall be deposited into a special fund designated as the Special Licensing Officials' Fund. The special fund shall be used for the improvement of the equipment and operations in the office of the licensing official charged with motor vehicle registration and titling responsibilities and shall be in addition to the amount budgeted for the office of the official. Fees deposited into the special fund shall be disbursed at the sole discretion of the

2. Additional fees Coosa County Judge of Probate -

- a. Marriage License and Petition for Adoption.
 - i. In addition to all other costs, fees, and charges assessed pursuant to current applicable law in the Probate Court of Coosa County, a fee of twenty dollars (\$20) shall be charged and collected for each marriage license. and for each petition for adoption filed in the probate court. The additional fee shall be collected in the probate office, at the time of the filing of an application for marriage license or petition for adoption. The fees, after collection and deduction of an administrative fee of ten dollars (\$10) by the judge of probate, shall be remitted to the Coosa County Commission at the end of each calendar month or as is the customary business practice in the probate office for other fees collected and distributed to the county commission. The fees retained by the judge of probate shall be disbursed at the sole discretion of the probate judge and shall be audited by the Examiners of Public Accounts.
 - ii. The portion of the fee remitted to the county commission shall be earmarked by the Coosa County Commission for

b. Driver License Issuance

- The County Commission of Coosa County may, in addition to all other charges, costs, taxes, or fees levied on the issuance of all driver licenses add a \$1.00 fee to all driver license issued in the county.
- ii. All funds received from the fees authorized by this section shall be placed in a special fund titled "Licensing Fund" and disbursed at the sole discretion of the licensing official for any reasonable and necessary expenses to improve operations, services, training, in-service training, or other functions of the office as the licensing official deems appropriate. All fees collected and disbursed shall be disbursed at the sole discretion of the license issuing official and shall be audited by the Examiners of Public Accounts.

license plate issuing official and shall be audited by the Examiners of Public Accounts. Such moneys in the special fund shall not accumulate in excess of ten thousand dollars (\$10,000) during any fiscal year. Any excess moneys shall accrue to the county general fund. License plate issuing officials shall remit the balance of the funds to the department in the manner prescribed by the department by the 10th day of the month following the month of collection.

- (g) If the reinstatement fees are collected by the Administrative Office of Courts, it shall remit the fee to the department, except for 15 percent of the fee, which shall be retained in its entirety by the Administrative Office of Courts. If the reinstatement fees are collected by the circuit clerk, it shall remit the fee to the department, except for 15 percent of the fee, which shall be retained by the circuit clerk and distributed evenly between the circuit clerk's office and the Administrative Office of Courts. Any portion of the reinstatement fee due to the Administrative Office of Courts shall be deposited into the Advanced Technology and Data Exchange Fund established pursuant to Section 12-19-290. Any portion of the reinstatement fee due to the circuit clerk shall be deposited into the Clerk's Fund established pursuant to Section 12-17-225.4(2).
- (h) Refunds of reinstatement fees, less the retained fees, shall be granted in cases of duplicate payment, or as approved by the department. Anyone who is denied a refund of the reinstatement fee may appeal the denial to the administrative law judge pursuant to Section 40-2A-7.
- (i) Notwithstanding the provisions of subsection (f), 15 percent of the net proceeds received by the department shall be deposited by the department into the Alabama Peace Officers' Annuity and Benefit Fund, as authorized by Section 36-21-66.
- (j) It shall be unlawful for the vehicle owner's county license plate issuing official to fail to collect such reinstatement fees, when due. Additionally, the reinstatement fee shall not be waived by the court when the vehicle owner cannot produce evidence that a valid liability insurance policy was in effect on the date a citation was issued for violation of the provisions of this chapter.
- (k) The terms circuit clerk and circuit clerk's office as used in any part of this chapter shall also include any district clerk or district clerk's office that functions separately from the office of the circuit clerk pursuant to Section 12-17-161.

(Act 2000-554, p. 1005, §1; Act 2011-688, p. 2076, §3.)

c. Remote Access of Records by Computer Fees

- i. This section shall apply only in Coosa County.
- ii. The judge of probate of the county may charge and collect fees up to one dollar and fifty cents (\$1.50) or equivalent to regular established photocopy fees, whichever is greater, for the remote access of records maintained in the office of the judge of probate. Fees collected pursuant to this subsection shall be deposited into a special fund of the judge of probate titled "Probate Recording Fund" and disbursed at his/her discretion for records retention and archiving, records reconstruction, record preservation, and records maintenance including, but not limited to, scanning, photocopying, purchase and/or maintenance and operation of recording equipment, and protection of records from environmental decay, damage. All fees/funds shall be audited by the Department of Examiners of Public Accounts in the manner as are other funds.

d. Scanning, Faxing and Electronic Transmission Fees

- i. This section shall apply only in Coosa County.
- ii. The judge of probate and the licensing official(s) of the county may charge and collect fees of up to three dollars (\$3.00) for the first page and up to two dollars (\$2:00) per additional page for scanning, faxing, or electronic transmittal of documents. A listing of the fees will be posted and readily available to all customers requesting such service(s).
- iii. Fees collected pursuant to this subsection shall be deposited into a special fund of the judge of probate titled "Probate Recording Fund" to be disbursed at his/her discretion for records retention and archiving, records reconstruction, record preservation, and records maintenance including, but not limited to, scanning, photocopying, purchase and/or maintenance and operation of recording equipment, and protection of records from environmental decay and/or damage. All fees/funds shall be audited by the Department of Examiners of Public Accounts in the manner as are other funds.

297

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY PAUL PERRETT TO APPROVE PROPOSED THE LOCAL LEGISLATION REGARDING AMENDING PROVISIONS OF SECTION 45-19-245 (G) (1) CODE OF ALABAMA, 1975 RETROACTIVE TO OCTOBER 1, 2016 REEGARDING DISTRIBUTION OF TOBACCO TAX. UNANIMOUSLY APPROVED.

STATE OF ALABAMA
COUNTY OF COOSA

RESOLUTION COOSA COUNTY COMMISSION COOSA COUNTY, ALABAMA

WHEREAS, the Coosa County Commission is directed to make a distribution of the proceeds it receives from certain tobacco taxes authorized by Act No. 90-645 of the Alabama Legislature, said Act now being codified as Section 45-19-245, Code of Alabama, 1975; and

WHEREAS, the Commission has now determined that it is in the best interests of the County and its citizens to provide that a portion of said taxes be distributed to the County's "General Fund" for future use in providing services to its citizens;

NOW THEREFORE, BE IT RESOLVED, that the Coosa County Commission hereby requests that its Legislative Delegation take such steps as may be necessary to amend Section 45-19-245 (g) (1), Code of Alabama, 1975 to provide that said distribution of tobacco taxes collected, be as follows:

"Seven thousand five hundred dollars (\$7,500) per year shall be distributed to the Coosa County General Fund."

Will be retroactive to 10-1-16.



MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY BERTHA KELLY TO APPROVE THE RESOLUTION PROPOSING HOLDING A PUBLIC REFERENDUM DURING THE 2018 GENERAL ELCTION FOR A FIVE MILL INCREASE. PAUL PERRETT, RANDALL DUNHAM AND TODD ADAMS OPPOSED. MOTION FAILED.

OLD BUSINESS

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO APPROVE THE COURTHOUSE EMERGENCY CLOSURE POLICY. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO AMEND THE COURTHOUSE EMERGENCY CLOSURE POLICY BY ADDING VICE-CHAIR BERTHA KELLY. UNANIMOUSLY APPROVED

RESOLUTION

WHEREAS, <u>Code of Alabama</u> §11-1-8, states, "The county commission of any county in the state of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county buildings to be closed all day one weekday or any portion thereof of each week in addition to legal holidays"; and,

WHEREAS, Act Number 2006-522 states, "The governing body of each political subdivision shall have the power and authority to close, notwithstanding Section 11-1-8, any and all public buildings owned or leased by and under the control of the political subdivision where emergency conditions warrant whether or not a local state of emergency has been declared by the governing body of the political subdivision."

WHEREAS, from time-to-time, weather conditions require that the County Courthouse and various satellite offices be closed for non-essential services; and,

WHEREAS, it may be necessary to close the County Courthouse complex and various satellite offices when the health and safety of citizens and employees are in imminent danger; and,

WHEREAS, the Coosa County Commission desires for the County Administrator, in consultation with the Chairman of the County Commission or if the Chairman is unavailable through consultation with the Vice-Chairman, to close the County Courthouse and Probate and other County offices, when situations are deemed necessary.

NOW, THEREFORE BE IT RESOLVED, by this Resolution that the Coosa County Commission authorizes the County Administrator, in consultation with the Chairman of the County Commission and if the Chairman is unavailable through consultation with the Vice-Chairman, to act on behalf of the Commission regarding closing of the Courthouse, Probate Office and other County Offices in emergency and/or inclement conditions.

Adopted this 14th day of November 2017.

Chairman, Coosa County Commission

MOTION TO ADJOURN

2978

MOTIONED BY COMMISSIONER PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO ADJOURN. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 12Th DAY OF DECEMBER , 2017.

CHAIRMAN, TODD ADAMS

UNZFII KFIIFY

Dertha Melly VICE CHAIRMAN, BERTHA KELLY

RANDALL DUNHAM

SPECIAL SESSION MEETING AGENDA COOSA COUNTY COMMISSION

NOVEMBER 21, 2017 1:00 PM

WELCOME
PUBLIC COMMENTS:
ELECTED OFFICIAL COMMENTCALL TO ORDER
AWARDS
COMMISSION ROLL CALL

OLD BUSINESS

1) Revision of Resolution Regarding Alabama Graphite.

ADJOURN

MINUTES

COOSA COUNTY COMMISSION-SPECIAL MEETING

November 21, 2017

1:00 PM

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE NOVEMBER 21, 2017 FOR A SPECIAL MEETING WITH TODD ADAMS-CHAIRMAN, PRESIDING.



COMMISSION ROLL CALL

COMMISSIONER ROLL CALL CONSISTED CHAIRMAN TODD ADAMS, VICE CHAIRMAN BERTHA KELLY, PAUL PERRETT AND COMMISSIONER UNZELL KELLEY.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION WAS GIVEN BY COMMISSIONER TODD ADAMS. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

OLD BUSINESS

MOTIONED BY CHAIRMAN TODD ADAMS AND SECONDED BY COMMISSIONER UNZELL KELLEY TO APPROVE REVISED ALABAMA GRAPHITE RESOLUTION. UNANIMOUSLY APPROVED.

RESOLUTION

WHEREAS: Alabama Graphite Company, Inc., is an Alabama Registered Corporation with offices in Toronto, Ontario, and Sylacauga, Alabama. Alabama Graphite's business plan addresses the mining, processing, and manufacturing of battery-ready graphite products including Coated Spherical Purified Graphite, a necessary anode material for lithium-ion batteries; and

WHEREAS, Alabama Graphite holds the mineral rights on 40,000 acres in the heart of the graphite belt in Coosa County, Alabama; a historic graphite-producing area, and

WHEREAS, Graphite is now considered a, "Critical Strategic Mineral" by the United States of America and the European Union; and

WHEREAS. No current domestic graphite production exists in the United States and has not since the end of WWII when graphite mining operations ceased in the Alabama Graphite Belt; and

WHEREAS, Presently 75 percent of the world's flake graphite and 100 percent of the world's battery-ready graphite originates from China; and

WHEREAS, China does not have a sole source of graphite, but rather, obtains graphite from mines across China, Mongolia, and even *North Korea*. This scattered sourcing of material causes quality inconsistencies in graphite products resulting in many complaints from battery manufacturers; and

WHEREAS, All Coated Spherical Purified Graphite used in batteries for "Mission Critical Technology" is imported from China; thereby, forcing the United States Department of Defense and our military to use lithium-ion batteries with graphite supplied by China and North Korea; and

WHEREAS, Alabama Graphite has successfully demonstrated they can produce a consistently-high-quality battery-grade graphite with a much smaller environmental footprint than China as independently verified by the US Department of Energy's Oak Ridge National Lab; and

WHEREAS, The next step for Alabama Graphite to begin producing local, battery-ready graphite materials for US battery manufacturers (including Department of Defense suppliers) is to complete a Feasibility Study which is estimated to cost between \$4 million and \$5 million (USD); and

WHEREAS, When the Feasibility Study is completed and financing (estimated at \$43.2 Million CapEx, based on 2015 Preliminary Economic Assessment) is secured for production, Alabama Graphite can be processing battery-grade graphite products sourced from Coosa County, Alabama, within 18 months with the potential to meet US graphite demand for the next 50 years; and

WHEREAS, The Coosa County Alabama Mining Project projects "life-of-mine" gross revenue of \$2.4 Billion based on a 27-year mine life, and could generate significant tax revenue for Coosa County and Alabama, as well as create at least 75 local jobs with meaningful wages; and .

THEREFORE: We, the Coosa County Alabama Commission respectfully requests our elected State and Federal Delegation to put forth all effort to help Alabama Graphite advance the Coosa Graphite Project, including (but not limited to), 1) Promoting public support for Alabama Graphite's Coosa Graphite Project, 2) Helping Alabama Graphite secure state and/or federal funding for operations in Alabama, 3) Supporting legislation promoting American investment into American energy storage projects and American mining projects for energy storage minerals, 4) Encouraging the use of only American-made batteries and sourced-in-America battery graphite in all tax-payer supported energy storage projects and technology purchases, especially for the US military.

Passed and adopted this the 2 lrst Day of November 2017.

Todd Adams, Chairman (District 5)

Randall Dunham (District 1)

Bertha Kelly (District 2)

Taul Herry

Unzell Kelley (District 3)

Paul Perrett (District 4)

MOTION TO ADJOURN

MOTIONED BY COMMISSIONER UNZELL KELLEY AND SECONDED BY COMMISSIONER BERTHA KELLY TO ADJOURN. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS <u>12TH</u> DAY OF <u>DECEMBER</u>, 2017.

CHAIRMAN TODD ADAMS

of war

VICE CHAIRMAN BERTHA KELLY

AGENDA COOSA COUNTY COMMISSION December 12, 2017 9:30 AM – E911 Building

WELCOME
PUBLIC COMMENTS:
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.

NEW BUSINESS

- (1) Approval of Resolution Work Release Centers-Comm. Bertha Kelley
- (2) Approval to Withdraw submission of proposed legislation related to employment and compensation of Deputy Sheriffs-Chairman Adams
- (3) Security Issues Solutions-Chairman Adams

DISCUSSION ITEMS BY COMMISSIONERS

STAFF REPORTS Administrator: Engineer Attorney EMA Courthouse Maintenance NutritionSafety Coordinator-

ADJOURN

MINUTES

COOSA COUNTY COMMISSION

December 12, 2017

9:30 A.M.

ELECTED OFFICIAL COMMENT

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COUNTY E911 BUILDINGON DECEMBER 12, 2017 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, RANDALL DUNHAM AND UNZELL KELLEY.

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 RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO APPROVE THE AGENDA. UNANIMOUSLY APPROVED

READING OF MINUTES

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY BETHTA KELLY TO DISPENSE READING OF MINUTES. UNANIMOUSLY APPROVED

CONSENT AGENDA

MOTIONED BY COMMISSIONERS RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY 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

NEW BUSINESS

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO APPROVE OF WORK RELEASE CENTER RESOLUTION CENTER. UNANIMOUSLY APPROVED.

COOSA COUNTY COMMISSION RESOLUTION

WHEREAS, Coosa County, Alabama, along with other counties, cities, towns, and colleges within the region, is charged with maintaining public facilities and infrastructure; and

WHEREAS, economic conditions over the last ten years have negatively impacted the financial resources of local government in the regions; and

WHEREAS, the Coosa County, along with its neighboring counties, cities, towns, and colleges has not fully rebounded from the Great Recession of 2008;

WHEREAS, in order to meet even minimal levels of service in maintaining public facilities and infrastructure, these counties, cities, and towns have relied on the use of inmate labor; and

WHEREAS, the Alabama Department of Corrections owns and operates both the Childersburg Work Release Center and the Alexander City Work Release Center and both are centrally located with reasonable accessible to local governments in the region; and

WHEREAS, under the Alabama Prison Transformation Initiative, in 2018, the Department of Corrections plans to discontinue the current operations of the Childersburg Work Release Centers and repurpose the facilities under the Department of Pardons and Paroles; and

WHEREAS, in order to maintain the level of service provided by the Childersburg and Alexander City inmates, area counties, cities, towns, and colleges would realize a negative financial impact; and

WHEREAS, Coosa County Commission joins in with its neighboring counties, cities, towns, and colleges in strongly opposing the Alabama Department of Corrections plan to discontinue current operations of the Childersburg and Alexander City Work Release Centers; and

THEREFORE, BE IT HEREBY RESOLVED BY THE Coosa County Commission, that it implores Governor Ivey and the Alabama Legislature to maintain operations of the Childersburg and Alexander City Work Release Centers in their current locations.

IN WITNESS WHEREOF, the Coosa County Commission has caused this resolution to be executed in its name and on its behalf on this 12th of December 2017.

RANDALL DUNHAM

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM THE APPROVAL TO WITHDRAW SUBMISSION OF PROPOSED LEGISLATION RELATED TO EMPLOYMENT AND COMPENSATION OF DEPUTY SHERIFFS. UNANIMOUSLY APPROVED

	CLOTHING ALLOWANCE/HAZARDOUS DUTY PAY
	Proposed
5	
6	
7	
8	
9	A BILL
10	TO BE EWILTLED
11	AN ACT
12	
13	Relating to Goosa County; to amend Section 45-19-230
1.4	of the Gode of Alabama 1975, relating to employment and
15	compensation of deputy sheriffs.
16	(c) The county commission shall provide uniforms
17	(trousers, shirts, jacket, hat, emblems, and badges) when the
18	deputy is hired. A clothing allowance of three numbers dollars
19	(\$300) per year shall be provided after the first year. The
20	investigator shall be entitled to receive three hundred
21	dollars (\$300) when hired in lieu of uniforms.
22	BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:
23	Section 45-19-230 of the Code of Alabama 1975, is
24	amended to read as follows:
25	(a) The county commission shall provide all
26	essential uniforms and equipment that are initially required
27	when the deputy is hired. A uniform allowance of five bundred
28	dollars (\$300) per year shall be provided for the sheriff and
29	the deputies each subsequent year.

(b) The sherift and his deputies perform extremely hazardous duty at times. Taw enforcement hust be compensated for this risky duty of serving and protecting the public. To encourage retention and recognize the risk, a supplements hazardous Ducy Pay is established. This supplemental pay will consists of one nundred dollars (\$100) per officer per month. (a) The Coosa County Commission shall provide this 8 Hazardous Duty Pay by the General Fund, This supplement pay does not inclide those who are permanently assigned to the tail division. Assert to the favorable should if a fill 12 passes which eliminates the requirement for a 13 permit from a county shortiff to carry other wise, the harmed duty concroled foresim; supplemental par will continue to be reimbursed to the tourty by proceeds from the P= Sheriff's pistol permittend. Note/ 12-12

Commission approved at last meeting subject to legislative uview. See next page for bill in place. no need for kell as commission seconding to LR

has already approved by uselution the 500 uniform allowance and has the ability to approve paying hazard out of Can Fund if PP bull fails. Also, the proposed changes did not include item (d) as on original bill

ense inspector. uency fee in the sum of five dollars (\$5). Efees for delinquency in payment of any shall be served, by mail or otherwise, by any by other statute; provided, however, that in awes due to ncense definquencies shall be as

he use of the county. (Act 80-685, p. 1369, er Section 40-12-10, shall be paid into the spector under any provision of law, or to any -10. All fees, commissions, and penalties enalties shall be paid to any license inspector

C.J.S. Licenses §§ 58 to 60. Corpus Juris Secundum:

prived

ARTICLE 21.

LES AND TRANSPORTATION.

unpaved roads.

mixed soil, stabilized soil, aggregate, crushed ithout the use of asphalt, cement, or similar the jurisdiction of the county, the surface of on, the term "unpaved county road" shall therwise posted, the speed limit to operate a county road shall be 35 miles per hour.

npaved county road based on the conditions ut provided in subsection (a) on any unpaved y determine a maximum or minimum speed art of a road

bsection (a) shall be punished as provided by

чиссыке арин 44, тээд.

PARKS, HISTORIC PRESERVATION, MUSEUMS, AND RECREATION

§ 45-19-220 et seq. Reserved.

ARTICLE 23.

Sheriff.

Part 1.

Compensation.

§ 45-19-230. Employment and compensation of deputy sheriffs.

the following monthly rate: (a) The County Commission of Coosa County shall pay deputy sheriffs at

Chief Deputy Sergeant Deputy Investigator
Start \$975.00 \$930.00 \$900.00 \$900.00
1 year 1 year \$1,013.00 \$ 968.00 \$ 938.00 \$ 938.00
After 2 years \$1,050.00 \$1,005.00 \$ 975.00
After 3 years \$1,088.00 \$1,042.00 \$1,012.00
After 4 years \$1,125.00 \$1,080.00 \$1,050.00

determined by the county commission for other employees. four years deputies shall be entitled to receive a cost-of-living expense raise as (b) The salaries provided for in subsection (a) shall be base salaries. After

when hired in lieu of uniforms. three hundred dollars (\$300) per year shall be provided after the first year. The investigator shall be entitled to receive three hundred dollars (\$300) hat, emblems, and badges) when the deputy is hired. A clothing allowance of (c) The county commission shall provide uniforms (trousers, shirts, jacket,

enforcement personnel to be employed. (Act 81–299, p. 380, §§ 1–4.) (d) The county commission shall determine the number of deputies and law

Effective date:

became effective April 22, 1981 The act from which this section is derived

C.J.S. Sheriffs and Constables § 480.

Corpus Juris Secundum:

LIBRARY REFERENCES

American Digest System:

Sheriffs and Constables \$\sim 32.

MOTIONED BY COMMISSIONERS PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO GO INTO EXECUTIVE SESSION TO DISCUSS SECURITY ISSUES & SOLUTIONS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO COME OUT OF EXECUTIVE SESSION. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER UNZELL KELLEY AND SECONDED BY BERTHA KELLY TO ADD TO THE AGENDA AN ISSUE REGARDING EMERGENCY MANAGEMENT ASSISTANT FROM ALEXANDER CITY REGARDING SERVICE AREA.

MOTIONED BY COMMISSIONERS UNZELL KELLEY AND SECONDED BY BERTHA KELLY FOR THE COMMISSIONERS TO DRAFT A LETTER TO SEND TO THE MAYOR AND COUNCIL MEMBERS OF ALEXANDER CITY REGARDING COVERAGE SERVICE OF COOSA COUNTY. UNANIMOUSLY APPROVED

MOTION TO ADJOURN

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

MINUTES APPROVED THIS <u>9Th</u> DAY OF _	JANUARY , 2018.
CHAIRMAN, TODD ADAMS UNZELL KELLEY	VICE CHAIRMAN, BERTHA KELLY Mandall Dunham RANDALL DUNHAM