

PAGE ONE

STATE OF ALABAMA
COUNTY OF COVINGTON

ANDALUSIA, ALABAMA
OCTOBER 4, 2005

REGULAR WORK SESSION MEETING

PRESENT:

Jerry B. Andrews, Mayor
Bridges D. Anderson, Councilman
Michael L. Jones, Jr., Councilman
Andy Alexander, Councilman
Terry Powell, Councilman
Tom Albritton, City Attorney

ABSENT:

Don Cotton

The City Council of the City of Andalusia, Alabama, met for a work session in room 340 at city hall for the purpose of planning and finalizing the agenda for the regular meeting.

The council also heard a report from Tucson Roberts of the Covington County Economic Development Commission, Rick Clifton of the Andalusia Industrial Development Board, and Tim Ramsden of CDG Engineers, concerning development of the First National Bank Building.

REGULAR COUNCIL MEETING

PRESENT:

Jerry B. Andrews, Mayor
Bridges D. Anderson, Councilman
Michael L. Jones, Jr., Councilman
Andy Alexander, Councilman
Terry Powell, Councilman

ABSENT:

Don Cotton

Mayor Andrews presided at the meeting and called the meeting to order after which Councilman Jones voiced the invocation and led in the Pledge of Allegiance to the flag.

APPROVAL OF MINUTES:

Councilman Jones moved that the minutes from the previous council meeting of September 20, 2005, be approved with one correction, and that the minutes from the special meeting of September 22, 2005, be approved as presented. Councilman Powell seconded the motion, and it was approved unanimously.

COUNCIL ADOPTS RESOLUTION NO. 2005-33 BUDGET FOR FISCAL YEAR 2006:

Mayor Andrews presented Resolution No. 2005 - 33, the city's FY 2006 budget for consideration as follows:

CITY OF ANDALUSIA
ANDALUSIA, ALABAMA

RESOLUTION NO. 2005-33

BE IT RESOLVED by the City Council of the City of Andalusia, Alabama, that the following budget be adopted:

FY 2006 BUDGET

CITY OF ANDALUSIA FUNDS

TOTAL REVENUES AND CASH FROM ALL SOURCES	\$11,372,125
TOTAL OPERATING EXPENSES	\$10,271,975
TOTAL CAPITAL EXPENDITURES	\$ -0-

PAGE TWO

CONTINGENCIES	\$ 1,100,150
TOTAL EXPENDITURES AND CONTINGENCIES	\$11,372,125
DIFFERENCE IN REVENUES AND EXPENDITURES	\$ -0-

SPECIAL FUNDS

TOTAL REVENUES AND CASH FROM ALL SOURCES	\$ 1,495,100
TOTAL EXPENDITURES	\$ 1,495,100
EXCESS OF REVENUES OVER EXPENDITURES	\$ -0-

BE IT FURTHER RESOLVED that the following guidelines be adopted and implemented in accordance with budget expenditures made under the authority of this budget for FY 2006:

- 1) No vacant positions, including temporary, will be filled without approval of the Mayor.
- 2) Department Heads will approve overtime only when necessary.

- 3) The Treasurer is authorized and directed to pay all expenditures during the 2006 fiscal year.
- 4) Departmental expenditures must not exceed those authorized by this budget.

ADOPTED AND APPROVED this 4TH day of October, 2005.

THE CITY OF ANDALUSIA, ALABAMA

By: _____
Jerry B. Andrews, Mayor

ATTEST:

John M. Thompson, City Clerk

Mayor Andrews commented that the budget was balanced and that he appreciated the input of council members in bringing it to fruition. He went on to say that the council was committed to continuing its training policy. Councilman Powell moved that Resolution 2005 - 33, adopting the 2006 budget, be approved. Councilman Alexander seconded the motion. Mayor Andrews opened the floor for discussion. Councilman Powell echoed Mayor Andrews and added that the budget would keep the city in sound financial condition that would leave the council with options with regard to industrial development, infrastructure upgrades and enhancement. He also hoped that the council might be able to offset the rising cost of health insurance for its employees in the future. Mayor Andrews then called for a vote. Resolution 2005 - 33 passed unanimously.

COUNCIL APPROVES TO PAY MCKEE AND ASSOCIATES FOR ARCHITECTURAL PLANS FOR THE NEW ADDITION TO THE FIRE STATION:

Mayor Andrews presented an architectural proposal from McKee and Associates for design and contract documents for an addition to the Andalusia Fire Station. Councilman Jones moved that \$4,895.00 be appropriated from contingency funds to pay McKee and Associates for the plans. Councilman Powell seconded the motion, which passed unanimously.

COUNCIL ADOPTS RESOLUTION NO. 2005-34 CHANGING NAME OF COMPUTER SERVICES DEPARTMENT TO THE INFORMATION TECHNOLOGY DEPARTMENT:

PAGE THREE

Mayor Andrews introduced resolution 2005 - 34 changing the name of the Computer Services Department to Information Technology Department.

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

RESOLUTION NO. 2005-34

WHEREAS, the City of Andalusia wishes to continue to set a high standard for its technological systems; and

WHEREAS, the City of Andalusia recognizes the need to accurately and rapidly process information;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Andalusia, Alabama, that the Computer Services Department, of the City of Andalusia, will now be known as the Information Technology Department.

ADOPTED AND APPROVED this 4th day of October, 2005.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Jerry B. Andrews, Mayor

ATTEST:

John M. Thompson, City Clerk

Councilman Powell moved that Resolution No. 2005 - 34 be adopted and that departmental job titles be changed to reflect the new name. Councilman Alexander seconded the motion, which passed unanimously.

COUNCIL EXTENDS CONTRACT BETWEEN THE CITY OF ANDALUSIA AND CARLA HAMMONDS:

Mayor Andrews asked the council to extend evacuee aid coordinator Carla Hammond's contract by one week.

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is effective September 26, 2005 between the Mayor's Office, City of Andalusia (hereto for known as Mayor's Office) with a principle place of business at City Hall, East Three Notch Street, Andalusia, Alabama and Carla Hammonds, Cornerstone Resources (Contractor), an independent contractor, with a principle place of business at 16167 Red Oak Road, Andalusia, Alabama 36420.

The parties agree as follows:

1. Term of Contract: Unless otherwise terminated as provided in this Agreement, this Agreement shall be effective for a period of one week beginning September 26, 2005 and shall terminate September 30, 2005 unless renewed in writing by both parties.
2. Contractor's qualifications: Contractor represents that contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent professional manner. Failure to perform all the services required under this Agreement constitutes a material breach of this Agreement.
3. Services to be performed by Contractor: Contractor agrees to serve as Special Assistant to the Mayor of Andalusia and to perform such duties as assigned to the Special Assistant by Mayor, Jerry Andrews. Such services include the coordination of efforts to assist evacuees of Hurricane Katrina.
4. Performance of services by Contractor: The manner in which the services are to be performed and the specific hours to be worked by Contractor shall be determined by Contractor. The Mayor's Office will rely on Contractor to work as many hours as may be reasonably necessary to fulfill Contractor's obligations under this Agreement. Contractor may perform the services under this Agreement at contractor's principle place of business, or elsewhere, when contractor's services can be effectively rendered elsewhere, as mutually agreed upon by the Mayor's Office and Contractor.
5. Payment: The Mayor's Office will pay a fee to Contractor for the services provided in the amount of \$500 which shall be due September 30, 2005.
6. Expenses: Contractor shall be entitled to reimbursement from the Mayor's Office for mileage, miscellaneous printing and supplies.

PAGE FOUR

7. Status of Contractor: Contractor shall provide service solely as an independent contractor. It is understood that contractor is therefore not an employee, agent, partner or principal of the Mayor's Office while this Agreement is in effect. It is agreed that no partnership or joint venture is established between the Mayor's Office and Contractor. Contractor agrees that contractor is not entitled to the rights and benefits afforded to City of Andalusia employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employee benefit. Contractor is responsible for providing, at contractor's own expense, disability, unemployment and other insurance, workers' compensation, training, permits, and licenses for contractor.

8. Non-exclusive relationship: Contractor may represent, perform services for, and contract with as many additional clients, persons or companies as Contractor, in contractor's sole discretion, sees fit, provided that the Contractor maintains the confidentiality of all Mayor's Office proprietary information in accordance with this Agreement. This Agreement does not grant Contractor an exclusive right to perform the services provided hereunder for the Mayor's Office. The Mayor's Office reserves its right to contract with others concerning the performance of services.

9. Confidentiality: Any written, printed, graphic or electronically recorded information furnished by the Mayor's Office for Contractor's use are the sole property of the Mayor's Office. This proprietary information includes, but is not limited to, information concerning the city's employees, services, programs and operations. Contractor will keep this information in confidence, and will not disclose it by any means to any person except with the Mayor's Office approval and only to the extent necessary to perform services under this Agreement.

10. Return of Records: Upon termination of this Agreement Contractor shall return all records, data, notes, memoranda, and equipment of any nature that are in Contractor's possession or under Contractor's control that are the Mayor's Office property or relate to the Coalition's business.

11. Indemnity: Contractor hereby agrees to indemnify and hold harmless the Coalition from all damages, losses, liability (whether criminal or civil), expenses, or claims of any type (including attorneys' fees and costs incurred in connection with any claim) that

the Coalition may incur as a result of a breach by Contractor of any representation or agreement contained within this Agreement, or which may arise out of or result from Contractor's willful misconduct, intentional wrongdoing, or negligence in Contractor's performance or nonperformance of Contractor's obligations under this Agreement, or Contractor's provision of services, and any act or omission of the Contractor's duties, or of any employee or agent of the Contractor. This clause shall continue to apply after the termination of this Agreement without limit of time.

12. Termination: This Agreement will terminate automatically on the occurrence of any of the following events:

- a. Bankruptcy or insolvency of either party.
- b. Sale of the business of either party.
- c. Death of either party.

If either party defaults in the performance of this agreement or materially breaches any of its provision, the non-breaching party may terminate this agreement immediately upon written notice to the breaching party. Material breach of the agreement includes, but is not limited to, the following:

- a. Mayor's Office failure to pay Contractor any compensation properly due within 30 days after written demand for payment.
- b. Contractor's failure to complete the services specified in the description of services to be performed.
- c. Contractor's material breach of any representation or agreement contained within this Agreement.
- d. Mayor's Office material breach of any representation or agreement contained in this Agreement.

13. Governing Law: This Agreement shall be governed by the laws of the State of Alabama.

14. Entire Agreement: The Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto.

15. Amendment and Waiver: Any term or provision of the Agreement may be amended, and the observance of any term of the Agreement may be waived, only by a writing signed by the parties. No waiver, or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion(s) shall be construed a waiver of the same or any other option, right or privilege on any other occasion.

16. Assignment: Neither party may assign, delegate or otherwise transfer the Agreement or any of its rights or obligations without the other party's prior written approval. Any attempt to assign, delegate or otherwise transfer the Agreement in violation of this section will be void.

17. Notices: All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Mayor's Office:
The City of Andalusia
PO Box 429
Andalusia, Alabama 36420

If for Contractor:
Carla Hammonds
Cornerstone Resources
16167 Red Oak Road
Andalusia, Alabama 36420

Either party may change its address for such communications by giving notice thereof to the other party in conformity with this section.

18. Severability: If any provision of the Agreement shall be deemed invalid or unenforceable, the Agreement shall be amended to delete or modify, as necessary, the invalid or unenforceable provision to render the Agreement enforceable, and, insofar as possible, consistent with the original intent of the parties.

PAGE FIVE

In witness whereof, the Mayor's Office and Contractor have caused the Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Contractor:

By: _____ Date: _____

Name: Carla Hammonds
Title: CEO, Cornerstone Resources

Mayor's Office:

By: _____ Date: _____

Name: Jerry Andrews
Title: Mayor, City of Andalusia

Councilman Powell moved that the contract between the City of Andalusia and Carla Hammonds be approved. Councilman Alexander seconded the motion, which passed unanimously.

COUNCIL ADOPTS RESOLUTION NO. 2005-35 FOR DIRECT NOTIFICATION OF MEETINGS:

Mayor Andrews presented Resolution No. 2005 - 35 creating the council's policy on direct notification of meetings.

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

RESOLUTION NO. 2005-35

DIRECT NOTIFICATION POLICY

WHEREAS, the City of Andalusia wishes to comply with the Alabama Open Meetings Act, Act Number 2005 - 40, of the Alabama Legislature, which requires that the Andalusia City Council and all instrumentalities thereof whose governing boards are comprised of a majority of members who are appointed or elected by the city council, shall provide direct notification of a meeting to any member of the public or news media who has registered with the Andalusia City Clerk to receive notification of meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Andalusia, Alabama, that the policy for direct notification of public meetings shall be as follows:

Section 1. It shall be the policy of the City of Andalusia to transmit all direct meeting notices by electronic mail via the internet. This method of notification shall not incur any additional cost to the City of Andalusia or anyone receiving the notification.

Section 2. A meeting notification registry shall be compiled by the city clerk for the City of Andalusia. Anyone wishing to receive direct notification of meetings of the city council or any instrumentality thereof shall register with the city clerk. A Direct Notification Form, provided by the city clerk must be completed by the applicant and hand delivered or mailed to the city clerk to be considered valid.

Section 3. Following application, the applicant's name shall be added to the registry of those who shall receive direct notice of all future meetings, provided that notice may not be given for meetings held within one week of the receipt of the application.

Section 4. Any name may be removed from the registry if the city has information that indicates the e-mail address is no longer valid or that the applicant is not confirming receipt of notices. Misuse of the e-mail

notification in any manner will also result in the removal from the list and will constitute grounds to prevent future re-registration for direct notice.

PAGE SIX

Section 5. The City of Andalusia is not responsible in the event of any notice failure that is not due to a fault of its own. The city reserves the right to use alternative methods of notification such as fax, telephone, and or mail if for technical reasons electronic means are unavailable at the time the notification is needed. Anyone wishing to receive direct notice via the U.S. Postal Service shall do so via Express Mail and shall pay in advance the cost of printing and postage. Costs of printing and postage will be determined at the time the notification is compiled.

Section 6. All meetings notifications shall be posted on bulletin boards throughout the Andalusia City Hall. All notifications shall include the type of meeting to be held, date, time, and location of the meeting.

ADOPTED AND APPROVED this 4th day of October, 2005.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Jerry B. Andrews, Mayor

ATTEST:

John M. Thompson, City Clerk

Councilman Alexander moved that Resolution 2005 - 35 be adopted. Councilman Powell seconded the motion, which passed unanimously.

COUNCIL ADOPTS RESOLUTION NO. 2005-36 FOR POLICY ON MEDIA PACKETS:

Mayor Andrews introduced Resolution No. 2005 - 36 outlining the council's policy regarding media packets.

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

RESOLUTION NO. 2005-36

MEDIA PACKET

WHEREAS, the City Council of the City of Andalusia desires to conduct the peoples business in a direct and open manner, and;

WHEREAS, the City Council of the City of Andalusia appreciates the need for members of the media to obtain timely and accurate information, and;

WHEREAS, the City Council of the City of Andalusia desires to comply with all laws and regulations regarding public information.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Andalusia, Alabama, that the policy for distribution of information to the media will be as follows:

Section 1. Any member of the media who wishes to receive a media packet from the Andalusia City Council, containing an agenda and other documents relative to a council meeting, must submit a written request to the city clerk's office.

Section 2. Registered media representatives will receive a media packet from the city clerk at all regular city council meetings. Packets will be distributed at the time of the meeting and not before.

Section 3. Any registered media representative who fails to collect a media packet for three city council meetings, will be removed from the registration list.

ADOPTED AND APPROVED this 4th day of October, 2005.

PAGE SEVEN

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Jerry B. Andrews, Mayor

ATTEST:

John M. Thompson, City Clerk

Councilman Anderson moved that Resolution No. 2005 - 36 be approved. Councilman Jones seconded the motion, which passed unanimously.

MAYOR ANDREWS DISCUSSES POSSIBLE PURCHASE & DEVELOPMENT OF FIRST NATIONAL BANK BUILDING:

Mayor Andrews announced that the council was working with developers interested in purchasing the First National Bank Building. He said that the developers desired for the city to make infrastructure upgrades and improvements to the vicinity of the property. He added that the Andalusia Industrial Development Board and the Covington County Economic Development Commission were actively partnering with the city to bring the project along.

COUNCIL APPROVES TO PAY FROM THE CONTINGENCY FUND FOR REPAIRS TO THE POLICE DEPARTMENT'S GENERATOR:

Mayor Andrews announced that recent repairs were needed to a police department generator. Councilman Powell moved that \$3,550.00 be appropriated from contingency to pay for generator repairs. Councilman Jones seconded the motion which passed unanimously.

ANNOUNCEMENTS:

1. Mayor Andrews announced a special meeting of the Andalusia City Council on October 14, at noon, for the purpose of reviewing bids for fire station pumping equipment for the water/sewer project at the airport.

2. Mayor Andrews announced an opening on the Andalusia Public Library Board and the Andalusia-Opp Airport Authority.

3. Mayor Andrews announced that the Church Street rehabilitation project was moving forward. The Utilities Board of the City of Andalusia has agreed to pay for expenses involved in locating their assets underground. He added that other details would be worked out soon and that the project would be underway in the near future.

4. Mayor Andrews announced that the local National Guard Unit was seeking help from the community in procuring transportation for leave for those guardsmen from the area who are in Indiana waiting deployment to Iraq.

5. Councilman Jones announced that Halloween on the Square was set for Monday, October 31, 2005. He encouraged everyone to come to the square to celebrate Halloween.

ADJOURNMENT:

There being no further business, the meeting was adjourned.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Jerry B. Andrews, Mayor

ATTEST:

John M. Thompson, City Clerk