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STATE OF ALABAMA
COUNTY OF COVINGTON

ANDALUSIA, ALABAMA
AUGUST 15, 2006

REGULAR WORK SESSION MEETING

PRESENT:

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

ABSENT:

None

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

In addition to items on the agenda the council heard from Robert Bishop concerning the lease of an old landfill on city property and Corene Ross and a group of interested citizens concerning air conditioning for the Will Coleman Center and the Johnson Park Gymnasium. Planning and Development Director Andy Wiggins informed the council of the need to appoint a review board under the city's new International Building Code and Fire Chief Ethan Dorsey gave the council information about fire protection in the city's police jurisdiction.

REGULAR COUNCIL MEETING

PRESENT:

Jerry B. Andrews, Mayor
Michael L. Jones, Jr., Councilman
Andy Alexander, Councilman
Don Cotton, Councilman
Terry Powell, Councilman
Bridges D. Anderson, Councilman
Rick Clifton, City Attorney

ABSENT:

None

Mayor Andrews called meeting to order and welcomed all. Councilman Powell led prayer and pledge.

APPROVAL OF MINUTES:

Councilman Powell moved that the minutes of the August 1, 2006, regular council meeting, and the August 3, 2006, special council meeting, be approved. Councilman Cotton seconded the motion which passed unanimously.

COUNCIL MOVES TO ALLOW MAYOR TO SIGN LEASE AGREEMENT WITH BBS GROUP, LLC:

Mayor Andrews presented a Lease Agreement between the City of Andalusia and BBS Group, LLC, as amended, to the council.

STATE OF ALABAMA)
COVINGTON COUNTY)

LEASE

This lease agreement is made and entered into this ___ day of June, 2006, by and between **THE CITY OF ANDALUSIA, ALABAMA**, an Alabama municipal corporation, hereinafter called "the City," and **BBS GROUP, LLC**, an Alabama limited liability company, their successors and assigns, hereinafter called "BBS."

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the City does hereby demise and lease to BBS, and BBS does hereby lease from the City, for the purpose of providing amenities and services for residential development of Lessee's adjoining property all of the premises situated in Covington County, Alabama, and more particularly described in Exhibit "A" attached hereto and made a part hereof, and hereinafter referred to as the "leased premises."

This Lease shall in no way imply prior acceptance of any road to be constructed or utility installed for maintenance or upkeep by the City of Andalusia or approval of any plans for said construction or installation. The BBS herein must comply with any and all laws and regulations of the City in existence at the time of construction of

improvements and must petition for acceptance of dedication of said improvements in the normal manner, in order for the same to be accepted for dedication.

1. Term

The term of this lease shall be from January 1, 2007, to June 1, 2105, both dates inclusive, unless sooner terminated or renewed as herein provided. This lease may be terminated by “ the City” if BBS fails to begin improvements and road construction within 36 months of the city’s completion of the provisions contained in the Memorandum of Understanding entered into with Robert Bishop et al.

2. Rent

BBS agrees to pay to the City at the Andalusia City Hall or such other address as the City may specify without any prior demand therefor and without any deduction or setoff whatsoever, and as a fixed rent, the sum of \$100.00 per year due on the 1st day of May of each year.

3. Rent Acceleration

In case BBS vacates or attempts to vacate the leased premises at any time during the said term or any continuance thereof, or shall fail to pay the rent when due in full, then the whole of the rental shall at once become due and payable.

4. Condition of the Premises.

BBS agrees to occupy the leased premises continuously throughout the lease period and to maintain the Premises in a good and husbandmanlike manner. BBS agrees to open and keep open the outlets of all drains, to repair drains that may choke or break out during the term of this lease, and to properly clean all open ditches. BBS agrees to use every reasonable means to prevent flooding, washing, and gulying on the leased premises. BBS agrees to cut all weeds on the leased premises and also to cut all grass, weeds, and brush on the roadsides and along the fences. BBS shall not sell or remove from the leased premises any sand, gravel, rock, or other mineral.

5. Major Improvements

BBS shall have the right at all times to erect picnic areas, rest stations, entrance monuments and gateways, shade covers, walks and pathways, and other structures consistent with the stated purpose of this lease provided that BBS complies with all applicable laws, ordinances, and regulations and that the improvements do not interfere with the City’s continuing duty to monitor the site.

All alterations, additions, or improvements made by BBS shall become the property of the City at the termination of this lease unless the City elects to cause BBS to remove the same, in which case BBS shall promptly remove all alterations, additions, and improvements, and any other property placed on the Premises by BBS prior to the termination of this lease, and BBS shall repair any damage caused by such removal.

6. Right to Enter

The City, its agents and authorized representatives shall have the right, at all times, to enter on the premises for the purposes of making any repairs, alterations, or improvements as it deems necessary to properly maintain the landfill area and to comply with regulatory requirements of ADEM or similar agencies, but shall not unreasonably inconvenience BBS’s use of the premises. The City shall continue to be responsible for all monitoring, testing or remediation required by or related to the former use of the leased premises as a landfill site.

7. Assignment or Sublease

BBS may assign this lease or sublease the same for recreational use or to homeowners associations created with respect to adjoining properties for recreational use, but may not in any way encumber any portion of the Premises leased. Any attempted assignment, sublease, or other transfer, in violation of the provisions of this lease, shall at the option of the City be void. BBS shall not be released from this lease upon said assignment without the express written consent of the City.

8. Breach

If the City or BBS fails to carry out any provision of this lease, the other party shall have the right to terminate this lease on 60 days’ written notice to the offending party of his/its intention to do so and the City shall have the right to proceed by all legal means to obtain possession of the leased premises. Nothing contained herein constitutes a waiver of the right of either party to damages occasioned by breach.

9. Possession on Termination

BBS agrees to yield possession of said premises at the termination of the lease.

10. Entire Agreement--Amendment

This lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

11. Excuse

Neither the City nor BBS shall be required to perform any term, condition, or covenant of this lease so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, the City or BBS is unable, wholly or in part, to prevent or overcome.

12. Indemnity

BSS agrees to release, indemnify and forever hold harmless the City, its officers, agents and employees for any allegation made against the City, or its officers, agents or employees. This agreement applies to any claim that arises out of BBS’s use of, possession of, or alteration to the leased premises, or BBS’s performance or nonperformance of its duties hereunder, whether asserted in a formal legal proceeding or otherwise, made by anyone, and irrespective of BBS’s assessment of the merit of that claim. Said duty to indemnify includes, but is not limited to, the payment of all costs, expenses and attorney’s fees associated with the defense of said claim.

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IN WITNESS WHEREOF, the undersigned the City and BBS hereto have signed and sealed this agreement as of the day and year first above-written, intending to be legally bound thereby.

ATTEST:

THE CITY OF ANDALUSIA, ALABAMA

John Thompson, City Clerk

BY: _____
Jerry B. Andrews, its Mayor

BBS GROUP, LLC,
an Alabama limited liability company

By: _____
Robert W. Bishop, member

STATE OF ALABAMA)
COVINGTON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that _____ and _____, whose names as Mayor and City Clerk, respectively of **THE CITY OF ANDALUSIA, ALABAMA** are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they, as such officers and with full authority executed the same voluntarily, for and as the act of **THE CITY OF ANDALUSIA, ALABAMA**.

Given under my hand and official seal this the ____ day of June, 2006.

NOTARY PUBLIC

STATE OF ALABAMA)
COVINGTON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that Robert W. Bishop whose name as Member of **BBS GROUP, LLC**, an Alabama limited liability company, assigned to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such member and with full authority executed the same voluntarily, for and as the act of **BBS GROUP, LLC**.

Given under my hand and official seal this the ____ day of June, 2006.

NOTARY PUBLIC

The Address of the Grantee is:

BBS GROUP, LLC
c/o Robert W. Bishop
16370 Victory Lane
Andalusia, AL 36421

Councilman Jones moved to allow the mayor to sign the Lease Agreement with Robert Bishop as amended. Councilman Cotton seconded the motion which passed unanimously.

CHAIRMAN GREG WHITE ADDRESSES HOMELAND SECURITY APPROPRIATIONS:

Mayor Andrews called on Covington County Commission Chairman Greg White to address the council on Homeland Security Appropriations. Chairman White said that Homeland Security appropriations would fund \$20,000 to \$23,000 for a camera security system for the Court Square area. Mayor Andrews thanked Chairman White for working with the city on this project and added that bids for the system would be brought to the council soon.

COUNCIL APPROVES APPLICATION FOR BEER AND WINE LICENSE TO THE PANTRY:

Mayor Andrews presented the council with an application for the transfer of retail beer and a retail table wine licenses for The Pantry, Inc., for their retail location at 1139 Martin Luther King, Jr. Expressway. Councilman Alexander moved to approve the transfer. Councilman Anderson seconded the motion. Mayor Andrews called for a vote which produced the following results:

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<u>Yes:</u>	<u>No:</u>	<u>Abstained:</u>
Andrews		Powell
Anderson		
Jones		
Alexander		
Cotton		

COUNCIL APPROVES APPLICATION FOR BEER LICENSE TO FRIENDLY'S #1:

Mayor Andrews presented the council with an application for the transfer of a retail beer license to HHDN Enterprises, Inc., (Friendly's #1) at 1108 Sanford Road. Councilman Anderson moved to approve the transfer. Councilman Alexander seconded the motion. Mayor Andrews called for a vote which produced the following results:

<u>Yes:</u>	<u>No:</u>	<u>Abstained:</u>
Andrews		Powell
Anderson		
Jones		
Alexander		
Cotton		

COUNCIL APPROVES APPLICATION FOR BEER LICENSE TO FRIENDLY'S #2:

Mayor Andrews presented the council with an application for the transfer of a retail beer license to HHDN Enterprises, Inc., (Friendly's #2) at 1923 East Three Notch Street. Councilman Anderson moved to approve the transfer. Councilman Alexander seconded the motion. Mayor Andrews called for a vote which produced the following Results:

<u>Yes:</u>	<u>No:</u>	<u>Abstained:</u>
Andrews		Powell
Anderson		
Jones		
Alexander		
Cotton		

COUNCIL APPROVES APPLICATION FOR LIQUOR LICENSE TO THE CABIN PACKAGE STORE:

Mayor Andrews presented the council with a retail lounge liquor license application by Jimmy Wages for The Cabin Package Store on 1802 East Three Notch Street. Councilman Alexander moved to approve the application. Councilman Anderson seconded the motion. Mayor Andrews called for a vote which produced the following results:

<u>Yes:</u>	<u>No:</u>	<u>Abstained:</u>
Andrews		Powell
Anderson		
Jones		
Alexander		
Cotton		

COUNCIL APPROVES APPLICATION FOR BEER LICENSE TO MACKEY'S COUNTRY STORE:

Mayor Andrews presented the council with an application for the transfer of a retail beer license for Mackey's Country Store at 22709 AL Hwy. 55. Councilman Cotton moved to approve the application. Councilman Jones seconded the motion. Mayor Andrews called for a vote which produced the following results:

<u>Yes:</u>	<u>No:</u>	<u>Abstained:</u>
Andrews		Powell
Anderson		
Jones		
Alexander		
Cotton		

COUNCIL APPROVES APPLICATION FOR BEER AND WINE LICENSE TO WALMART:

Mayor Andrews presented the council with applications for a retail table wine and retail beer licenses for Wal-Mart Stores East, L.P., at 1991 Martin Luther King Jr. Expressway. Councilman Jones moved to approve the licenses.

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Councilman Alexander seconded the motion. Mayor Andrews called for a vote which produced the following results:

<u>Yes:</u>	<u>No:</u>	<u>Abstained:</u>
Andrews		Powell
Anderson		
Jones		
Alexander		
Cotton		

MAYOR PRESENTS THE PERSONNEL POLICIES AND PROCEDURES MANUAL AND ADMINISTRATIVE POLICIES:

Mayor Andrews explained that the council had meet with city department heads and consultants for several months reviewing and revising the City of Andalusia Personnel Policies and Procedures Manual and Administrative Policies. Mayor Andrews presented the Manual and policies as amended. Councilman Cotton moved to adopt the Personnel Policies and Procedures and Administrative Policies as amended. Councilman Powell seconded the motion which passed unanimously.

COUNCIL MOVES TO AMEND JAIL AGREEMENT:

Mayor Andrews announced that at a previous council meeting the council had approved a contract with Covington County to house city inmates at the county jail. The county had revised the contract and sent it back to the council for its reconsideration. Councilman Cotton moved to adopt the contract as presented. Councilman Powell seconded the motion. Councilman Jones moved to amend the contract as presented. Councilman Alexander seconded the motion to amend the contract. Mayor Andrews called for a vote on the amendment which passed unanimously.

JAIL AGREEMENT (AS AMENDED)

THIS AGREEMENT made and entered into this 1st day of August, 2006, by and between the City of Andalusia, Alabama (hereinafter referred to as "City"), the Covington County Commission (hereinafter referred to as "County"), and Anthony Clark as Sheriff of Covington County, Alabama (hereinafter referred to as "Sheriff")

WHEREAS, County owns a jail facility known as the Covington County Jail located on Hillcrest Drive in Andalusia, Alabama; and

WHEREAS, Sheriff operates the Covington County Jail pursuant to the laws of Alabama; and

WHEREAS, City desires to contract with County and Sheriff for assistance in incarcerating City prisoners in the Covington County Jail; and,

WHEREAS, County and Sheriff have the capabilities and the facility necessary to assist the City in housing City prisoners in City's custody and control.

NOW, THEREFORE, in consideration of the covenants and promises recited herein, the City, County and Sheriff agree as follows:

SECTION 1

DEFINITIONS

1. CITY PRISONER – any person arrested by Andalusia police officers on a non-felony or incarcerated by order of the Andalusia Municipal Court. The term City Prisoner does not include any person incarcerated for a felony, felony probation violation or felony parole violation, regardless of the number of non-felony offenses for which the person is incarcerated.

SECTION II

TERMS AND CONDITIONS

1. TERM. This agreement shall take effect on August 1, 2006, and shall continue in full force and effect for a period of one year; ending on July 31, 2007, unless sooner terminated by mutual agreement of the parties as herein provided, or unless continued performance by any party would violate any State or federal law
2. COMPENSATION. For services to be provided under this Agreement, City shall pay to County the sum of Nineteen dollars and fifty cents (\$19.50) per inmate per day for City Prisoners incarcerated in the Covington County Jail.
3. MEALS. In addition to the compensation set forth in paragraph 2 above, City shall pay the sum of Four Dollars and Fifty cents (\$4.50) per day for meals for each City Prisoner incarcerated in accordance with this Agreement. All payments made pursuant to this paragraph shall be paid directly to the Sheriff, or his successor, as prescribed by law.
4. PAYMENT. City shall pay the fixed compensation due under paragraph 2 above on or before the fifteenth day of each month. County shall provide to City an itemized invoice each month pertaining to the meal charges set forth in paragraph 3 above. City shall remit payment of the meal invoices to Sheriff within thirty (30) days of receipt thereof.
5. OPERATION OF JAIL. Sheriff shall operate, maintain and manage the Covington County Jail in compliance with all applicable federal and state laws, county and municipal ordinances and court orders.
6. INDEPENDENT CONTRACTOR. Sheriff and County are associated with the City only for the purposes and to the extent set forth in this Agreement. Sheriff is and shall be an independent contractor with respect to the performance of his duties and obligations under this Agreement. Sheriff shall have the sole responsibility and right to manage, control, operate and direct the performance of his duties under this Agreement.
7. TRANSPORTATION OF PRISONERS. It shall be the sole responsibility of the City to transport City prisoners to and from the Covington County Jail for incarceration. However, the Sheriff shall transport City Prisoners to court appearances in the District and/or Circuit Courts of Covington County. City shall provide transportation for court appearances in the municipal court of the City of Andalusia.
8. JAIL RULES. City Prisoners shall be subject to the rules and regulations of the Covington County Jail and shall be treated by the Sheriff, his deputies, jailers, employees and agents, in the same manner as other prisoners incarcerated in the Covington County Jail.
9. RECORDS. Sheriff shall grant the City reasonable access to any and all records relating to any City Prisoner. Copies of such records may be obtained by City at no cost to City.
10. WORK RELEASE. City Prisoners may participate in work release programs to the same extent allowed other prisoners in the Covington County Jail. Sheriff shall have final authority in determining whether a City Prisoner is eligible for participation in said programs
11. EQUAL TREATMENT. City Prisoners shall be permitted to participate in all programs and activities offered to other prisoners in the Covington County Jail.
12. SENTENCE COMPUTATION. Sheriff and City shall provide to each other essential data and information relating to sentence computation. The final decision concerning sentence computation rest with City.
13. ACCEPTENCE OF PRISONERS. Sheriff shall accept City Prisoners twenty-four (24) hours a day, seven (7) days a week. Sheriff shall accept no City Prisoner for incarceration if seriously ill, visibly wounded, known by the arresting or transporting officer to have been injured, or subject to a blood alcohol content level of 0.30% or greater. Such City Prisoner(s) shall first be transported by City police officers to an appropriate medical care facility for treatment of the illness, injury, suspected injury and /or intoxication.
14. INDEMNITY. The respective parties hereto agree as follows:

- (1) Sheriff and County shall indemnify and hold City, its officers, officials, agents and employees harmless from and against any and all claims arising from the operation and management of the Covington County Jail, specifically including:
 - (a) Any breach or default of Sheriff, his deputies, jailers, agents and employees in the performance of Sheriff's duties and obligations under this Agreement; and,
 - (b) Any act of negligence of Sheriff, his deputies, jailers, agents and employees.
 - (2) City shall indemnify and hold Sheriff and County, its officers, officials, agents and employees harmless from and against any and all claims arising from the performance of City's duties and obligations under this Agreement, specifically including:
 - (a) Any breach or default of City, its officers, agents and employees in the performance of City's duties and obligations under this Agreement; and
 - (b) Any act of negligence of City, its officers, agents and employees. No officer, agent or employee of the City shall be deemed to be an agent of Sheriff or County for any purpose. Nothing contained within this paragraph shall in any way limit, abrogate, or compromise immunities of any type or any other protections provided by the Constitutions of Alabama and the United States, the common law or federal and state statutes. No party hereby waives, releases or otherwise forfeits any possible defense it may have regarding the performance of this Agreement and the duties and obligations hereunder. All parties shall cooperate fully to preserve all defenses available to the maximum extent allowed by law.
15. MEDICAL BILLS. City Prisoners shall be responsible for all emergency medical care bills incurred as a result of off-premises treatment as well as the costs of emergency transportation related to such treatment. If said City Prisoner does not pay bills, City shall be responsible for paying said bills.
16. SUPPLIES. Sheriff shall provide all uniforms, bedding, sheets and other necessary supplies to all City Prisoners incarcerated in the Covington County Jail.
17. RENEWAL. The parties hereto shall have the option to renew this Agreement after the expiration of the term set forth in paragraph 1 of Section II. All terms, conditions and definitions of this Agreement as renewed shall remain the same, with the exception of the compensation set forth in paragraph 2 of Section II which shall increase by seven and one-half percent (7.5%) annually. To exercise at least thirty (30) days prior to the expiration of this Agreement.
18. TERMINATION. If any party hereto fails to perform any term and/or condition of this Agreement, then any other party hereto shall have the right and option to terminate this Agreement upon the giving of sixty (60) days' written notice to all parties.
19. NOTICE. Any notice required hereunder shall be personally delivered or sent by U.S. Mail, first class, postage prepaid, to the address listed below, unless another address has been given in writing to the other parties:
- | | | | |
|--------------|--|-----|--|
| For City: | Chief of Police
City of Andalusia
P.O. Box 429
Andalusia, AL 36420 | and | City Clerk
City of Andalusia
P.O. Box 429
Andalusia, AL 36420 |
| For County: | Administrator
Covington County Commission
P.O. Box 188
Andalusia, AL 36420 | | |
| For Sheriff: | Sheriff
Covington County Sheriff's Department
Hillcrest Drive
Andalusia, AL 36420 | | |

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20. SEVERABILITY. If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, such determination shall not affect any other provision of this agreement.
21. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute on contract.
22. INTERPRETATION. This Agreement shall be interpreted in accordance with the laws of the State of Alabama.
23. HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
24. TERMINOLOGY. All personal pronouns used in this Agreement, whether of masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular.
25. AMENDMENT. This Agreement shall not be altered, changed or amended except by a written instrument signed by all parties.
26. SCOPE OF AGREEMENT. No prior agreements or understandings, verbal or otherwise, amongst the parties and/or their agents shall be valid or enforceable unless embodied in this Agreement.
27. ASSIGNMENT. Neither this Agreement nor any duties or obligations hereunder shall be assignable except by written agreement of all parties.
28. BINDING ON SUCCESSORS. Subject to the provisions of paragraph 25, this Agreement shall be binding on the legal representatives, successors and assigns of each party hereto.

IN WITNESS WHEREOF, the City of Andalusia has caused this agreement to be executed by its Mayor, Jerry B. Andrews, the Covington County Commission has caused this Agreement to be executed by its Chairman, Gregory B. White, and Sheriff Anthony Clark has executed this Agreement in his capacity as Sheriff of Covington County, all as of _____, 2006.

THE CITY OF ANDALUSIA

BY: _____
Jerry B. Andrews, Mayor

ATTEST:

THE COVINGTON COUNTY COMMISSION

BY: _____
Gregory B. White, Chairman

ATTEST:

COVINGTON COUNTY SHERIFF

BY: _____
Anthony Clark, Sheriff

ATTEST:

STATE OF ALABAMA)
COUNTY OF COVINGTON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jerry B. Andrews, whose name as Mayor of the City of Andalusia, a municipal corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this date that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand on _____ 2006.

Notary Public

STATE OF ALABAMA)
COUNTY OF COVINGTON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify the Gregory B. White, whose name as Chairman of the Covington Commission, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this date that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand on _____ 2006.

Notary Public

STATE OF ALABAMA)
COUNTY OF COVINGTON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anthony Clark, whose name as Sheriff of Covington County, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this date that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand on _____ 2006.

Notary Public

Mayor Andrews called for a vote on the agreement as amended which passed unanimously.

COUNCIL MOVES TO AMEND ANIMAL SHELTER AGREEMENT:

Mayor Andrews announced that at a previous meeting the council had approved an animal shelter agreement with Covington County. The county had since made revisions and sent it back to the council who further revised the agreement as follows:

ANIMAL SHELTER AGREEMENT

Agreement made and entered into between the City of Andalusia, State of Alabama, a municipal corporation, herein referred to as "City," and Covington County, State of Alabama, herein referred to as "County."

RECITALS

- A. City currently maintains and operates an animal shelter.
- B. County desires to contract with City for the use of this animal shelter for the feeding, confinement, euthanasia and disposal of stray and unwanted animals from the jurisdiction of the County.
- C. City is willing to contract with County to make this animal shelter available for the County's use.

In consideration of the mutual covenants set forth herein, it is agreed by the parties as follows:

SECTION ONE

Use of Animal Shelter

For a period of twenty six (26) months beginning August 1, 2006 and ending September 30, 2008, unless sooner terminated by mutual agreement of the parties, or unless at any time continued performance by either or both parties would cause it or them to be in violation of state or federal laws, City shall permit County to utilize City's animal shelter for the confining, feeding, euthanasia and disposal of up to 1,500 of County's stray and unwanted dogs and cats for the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00), per year, to be paid annually, which sum County shall pay prior to the commencement of this agreement.

SECTION TWO

Compliance with Ordinance and Regulations

City's animal shelter, under the terms of this agreement, shall operate in complete accord and compliance with all ordinances and regulations of the City and laws and regulations of the State of Alabama, now in effect or hereinafter adopted, governing the use and operation of such animal shelter.

SECTION THREE

Responsibilities of Parties

The City hereby agrees to:

- A. Accept any stray or unwanted dogs or cats from the citizens of Covington County, as well as from the citizens of any municipality within Covington County that does not offer animal shelter services. This acceptance shall continue until September 30, 2006, or until the shelter accepts 1,500 animals from the jurisdiction of the County, whichever shall come first.
- B. Thereafter, accept any stray or unwanted dogs or cats in excess of 1,500 from the citizens of Covington County, as well as from the citizens of any municipality within Covington County that does not offer animal shelter services, for the sum of Five and No/100 Dollars (\$5.00) per animal.
- C. Confine feed, perform euthanasia and dispose of said animals as required.
- D. Return claimed animals to owners, upon the payments by said owners of fees established by ordinances or regulations of the City.
- E. Accept animals from those aforementioned citizens Monday through Friday during hours to be set by the animal shelter and accept animals from County officials or authorized City officials at any time.
- F. Hire and compensate an animal control officer who will maintain records upon each animal, including a description and disposition of each animal and the name, address, and telephone number of the person(s) delivering each animal to the shelter and the name, address, and telephone number of the person(s) claiming or purchasing said animal.
- G. Provide to County an activity report of animals handled on behalf of the County by the 10th day of each month beginning August 1, 2006 and continuing monthly through the term of this contract.
- H. House animals that are to be used as evidence in a civil or criminal case as directed by a court of law.
- I. Retain monies collected from fines, fees or the sale of animals to be used in the operation of said animal shelter. All monies to be deposited into the General Fund of the City.

The City shall not:

- A. Be responsible for veterinarian fees associated with animals handled from any jurisdiction other than the jurisdiction of the City.
- B. Quarantine animals suspected of rabies and/or other diseases.
- C. Handle livestock, wild animals or undomesticated animals

The County hereby agrees to:

- A. Pay the sum of Seven Thousand Five Hundred and No/100 Dollar (\$7,500.00) to City for the above referenced services.

- B. Thereafter, pay the sum of Five and No/100 Dollars (\$5.00) to City for each animal accepted by the shelter in excess of 1,500 aforementioned.
- C. Be responsible for veterinarian fees associated with animals handled from the jurisdiction of the County or the jurisdiction of any municipality that does not offer animal shelter and/or control services.
- D. Assess the municipalities of Florala, Lockhart, Red Level, Gantt, and River Falls, each municipality's proportionate share of the incurred costs. Such assessments shall be determined by the County Administrator and based upon the number of stray animals delivered to the shelter from within the jurisdictional limits of said municipality as documented by the City.
- E. Shall make available to City Officials, upon requested for inspection, records pertaining to the assessments and payments of each named municipality.

IN WITNESS WHEREOF, the parties have executed this agreement at Andalusia, Alabama, on this _____ day of _____, 20_____.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Jerry B. Andrews, Mayor

ATTEST:

John M. Thompson, City Clerk

COVINGTON COUNTY COMMISSION

BY: _____
Greg White, Commission Chairman

ATTEST:

Brenda T. Petty, County Administrator

Councilman Powell moved to adopt the animal shelter agreement as amended. Councilman Anderson seconded the motion which passed unanimously.

COUNCIL APPROVES MEMORANDUM OF UNDERSTANDING WITH ROBERT BISHOP:

Mayor Andrews announced that the City of Andalusia had been presented with a Memorandum of Understanding from Robert Bishop concerning annexing certain properties into the City of Andalusia. Councilman Jones moved to approve the memorandum subject to two modifications. The memorandum with modifications is as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN ROBERT W. BISHOP AND THE CITY OF ANDALUSIA**

THIS MEMO OF UNDERSTANDING is entered into between Robert W. Bishop and the Mayor of the City of Andalusia and is subject to ratification and approval by the City Council and by the other parties affiliated with Robert W. Bishop and identified herein and conditioned upon all contiguous landowners petitioning for annexation into the City of Andalusia before it shall become binding upon either side of the agreement.

THE PARTIES HAVE AGREED that Robert W. Bishop et al. will sign a petition to annex the following properties lying in Township 4 North Range 16 East into the City of Andalusia, Alabama:

1. All that portion of Section 10 lying in the Southern ¼ of said section belonging to Robert W. Bishop.

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2. All that portion of the NE ¼ of Section 15 belonging to Robert W. Bishop and/or John H. Bishop.
3. All that portion of the North ½ of Section 14, Range 16 East, Township 4 North belonging to Robert W. Bishop and affiliated parties.
4. All that portion of the South ½ of Section 10, belonging to Covington Properties, LLC.

Further, Robert W. Bishop et al. will execute all documents necessary to provide a 30' construction easement on the southernmost portion of property located in Section 14 and 15; to provide access to dirt necessary to construct driveways at the crossovers located in Sections 14 and 15.

Pending formal approval or disapproval of the annexation by action of the City of Andalusia and construction of the improvements referenced above, all lots or parcels sold or conveyed by the parties to the agreement shall be sold subject to the terms of this agreement as a restrictive covenant on title.

IN CONSIDERATION OF THE ABOVE AGREEMENT, the City of Andalusia will, subject to approval by the City Council of the City of Andalusia, do the following:

1. Provide labor, material, grading, hauling, and permitting necessary to construct turning lanes and driveways in Section 14 and 15 to the South property line of the individual parties to this agreement at the edge of the right-of-way of US Hwy 84. (see attached exhibit "A")
2. Provide at the Utilities Board of the City of Andalusia's expense, sewer and water taps to all parcels referred to in this agreement.
3. Continue to attempt to secure a commitment from the Alabama Department of Transportation for its construction of a crossover in Section 14 (see attached Exhibit "A" for location) to allow safe access to the properties. In the event that the City is unable to procure such a commitment within one year of this date, the City will either obtain permitting for the crossover and provide hauling, labor, and materials necessary for construction of said crossover, contingent upon Bishop et als. providing access to dirt for said construction and paying for asphalt needed delivered at the asphalt plant, or Robert Bishop et als. may hire the work done and the City shall reimburse Robert Bishop et als. for two-thirds of the reasonable costs of said construction.
4. Upon annexation, the properties referenced herein shall be zoned as shown on the attached map, Exhibit "B".
5. The City will execute the lease prepared for BBS Group, LLC regarding the use of the old landfill.
6. The City and or Utility Board will provide the sewer easements in attached exhibit "C" for BBS Group, LLC and or assigns to be used for road construction, utility right of ways, infrastructure and ingress and egress.
7. The parties hereto agree to take any further action that may be necessary to accomplish the goals and intent as contained in this memorandum of understanding, even if not specifically stated herein.

DONE this the ____ day of _____ 2006.

CITY OF ANDALUSIA

Robert W. Bishop

Jerry B. Andrews, Mayor

Councilman Cotton seconded the motion which passed unanimously.

COUNCIL ADOPTS RESOLUTION NO. 2006-14:

Mayor Andrews presented Resolution No. 2006 - 14 designating poll workers for the August 22, 2006, school board election.

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

RESOLUTION 2006-14

BE IT RESOLVED by the City Council of Andalusia, Alabama, that the following people be appointed poll workers in the municipal election of August 22, 2006, at the Kiwanis Community Center.

Chief Inspector:	Robert D. Barton	13684 Max Barton Road	222-4929
Inspector:	Charles Jackson	905 Waterford Road	222-6345
Asst. Inspector:	Ruth Butler	500 Seegers Street	222-4335
Chief Clerk:	Hazel Jordan	1512 Midway Drive	222-3659
Asst. Chief Clerk	Margaret Bass	410 Montezuma Street	222-1682
Machine Worker	Lewis Carpenter	210 Lowe Avenue	222-5939
Machine Worker	Leamon Hudson	1302 W. By-Pass	222-5007

District 3

Asst. Clerk:	Marie Armstrong	1707 Cedar Road	222-5963
Asst. Clerk:	John Odom	502 Pugh Street	222-7320
Asst. Clerk	Sherrill Edson	405 Woodruff Street	222-5307

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District 5

Asst. Clerk:	Audie Mikel	1304 Linda Street	222-4418
Asst. Clerk:	Jane Graddy	1719 Marie Street	222-0009

BE IT FURTHER RESOLVED that the compensation for this service shall be \$100.00 per day and that this resolution supercedes any and all other resolutions concerning the 2006 municipal election.

ADOPTED AND APPROVED this 15th day of August, 2006.

THE CITY OF ANDALUSIA, ALABAMA

By: _____
Jerry B. Andrews, Mayor

ATTEST:

By: _____
John M. Thompson, City Clerk

Councilman Jones moved to adopt Resolution No. 2006 - 14. Councilman Alexander seconded the motion which passed unanimously.

ANNOUNCEMENTS:

1. Mayor Andrews announced that the council would hold a special meeting for the purpose of canvassing the school board election at 11:00 on Wednesday, August 23, 2006, at the Andalusia City Hall.
2. Mayor Andrews announced various committee and board openings.
3. Mayor Andrews announced that during the work session the council heard from Corene Ross and other citizens interested in air conditioning for the Will Coleman Center and the gymnasium at Johnson Park. He promised to look into the matter and make a recommendation to the council at a later date.
4. Mayor Andrews announced that Planning and Development Director Andy Wiggins reported to the council during the work session about establishing an appeal board for the International Building Code. He asked the council for nominations for the board.
5. Andrews announced that the council would soon hear a report from AEC concerning preparations for a possible flu pandemic.
6. Mayor Andrews announced that the council had received a report from Chief Dorsey concerning fire protection in the Andalusia Police Jurisdiction.
7. Councilman Cotton reported that he and Councilman Anderson were looking into the city's timber resources and requested the services of a registered forester. He also commented that he had been looking into the Scherf Memorial Building and asked for community input for ideas as to what could be done with the building.

ADJOURNMENT:

With no further business Mayor Andrews adjourned the meeting.

THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Jerry B. Andrews, Mayor

ATTEST:

John M. Thompson, City Clerk