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STATE OF ALABAMA
COUNTY OF COVINGTON

ANDALUSIA, ALABAMA
SEPTEMBER 5, 2006

REGULAR WORK SESSION MEETING

PRESENT:

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

ABSENT:

Bridges D. Anderson, Councilman

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 Utilities Board General Manager Jerry Williams concerning a proposed resolution amending the contract between the City and the Board.

REGULAR COUNCIL MEETING

PRESENT:

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

ABSENT:

Bridges D. Anderson, Councilman

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

APPROVAL OF MINUTES

Councilman Powell moved that the minutes of the August 15, 2006, regular council meeting, and the August 23, 2006, special council meeting, be approved. Councilman Jones seconded the motion which passed unanimously.

COUNCIL ADOPTS RESOLUTION 2006-16 CLOSING PORTION OF VIRGINIA DRIVE

Mayor Andrews presented a petition and a declaration, along with Resolution 2006 - 16, closing a portion of Virginia Drive,

STATE OF ALABAMA }
COVINGTON COUNTY }

**PETITION FOR THE CLOSING OF VIRGINIA DRIVE
IN THE COLLEGE PARK ADDITION SUBDIVISION**

WHEREAS, the owners of the lands abutting that certain portion of dirt street, 50 feet in width which lies between Block "A", parcel 23-13-2-09-1-009-000 and Block "B", parcel 23-13-2-09-1-001-008-000 of the College Park Addition Subdivision to the City of Andalusia, Alabama, in Plat Book 5, Page 33, desire to vacate said dirt street, pursuant to Section 18-4N-16E of Code of Alabama, (1975, as amended); and

WHEREAS, said dirt street to be vacated is within the limits of the City of Andalusia, Alabama.

NOW THEREFORE, William J. and Barbara L. McClain, and Billy Lamar and Genell R. Elmore, do hereby respectfully petition the City Council of Andalusia, Alabama to assent to the vacation of said dirt street and request that the said owners of the property abutting said dirt street be authorized to file and record with their Declaration of Vacation a certified copy of a resolution to this effect.

PROPERTY OWNER

PROPERTY OWNER

William J. and Barbara McClain
Block A Parcel No. 23-13-2-09-1-009-00

Lamar Elmore and Genell Elmore
Block B Parcel No. 23-13-2-09-1-001-008-000

STATE OF ALABAMA)
COVINGTON COUNTY)

**DECLARATION OF CLOSING OF VIRGINIA DRIVE
IN THE COLLEGE PARK ADDITION SUBDIVISION**

WHEREAS, the undersigned are the owners of the lands abutting that portion of dirt street 50 feet in width, which lies between Block "A", parcel 23-13-2-09-1-009-000 and Block "B", parcel 23-13-2-09-1-001-008-000 of the College Park Addition Subdivision to the City of Andalusia, Alabama, in Plat Book 5, Page 33; and,

WHEREAS, the undersigned owners of the lands abutting said dirt street on both sides thereof desire to vacate that portion of said dirt street which lies between Block "A", parcel 23-13-2-09-1-009-000 and Block "B", parcel 23-13-2-09-1-001-008-000 of the College Park Addition Subdivision in Andalusia, Alabama according to the map and plat of said addition recorded in the Office of the Judge of Probate of Covington County, Alabama, in Plat Book 5, page 33.

PROPERTY OWNER

PROPERTY OWNER

William J. and Barbara McClain
Block A Parcel No. 23-13-2-09-1-009-00

Lamar Elmore and Genell Elmore
Block B Parcel No. 23-13-2-09-1-001-008-000

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

**A RESOLUTION TO VACATE AN UNDEVELOPED PORTION OF VIRGINIA DRIVE IN THE
COLLEGE PARK ADDITION SUBDIVISION OF THE CITY OF ANDALUSIA, ALABAMA**

RESOLUTION NO. 2006-16

WHEREAS, the sole owners of lands adjoined and abutting that certain portion of undeveloped street, 50' in width, which lies between Block "A", parcel 23-13-2-09-1-009-000 and Block "B", parcel 23-13-2-09-1-001-008-000 of the College Park Addition Subdivision to the City of Andalusia, Alabama, in Plat Book 5, Page 33, desire to vacate said undeveloped street, pursuant to Section 18-4N-16E of Code of Alabama, (1975, as amended); and

WHEREAS, said undeveloped portion of Virginia Drive to be vacated is within the limits of the City of Andalusia, Alabama, and

WHEREAS, said undeveloped portion of Virginia Drive has never been opened or used by any other property owners for access, and

WHEREAS, the vacation of said undeveloped portion of South Ridge Road shall not deprive any other property owner of any rights of ingress and regress.

THEREFORE, BE IT RESOLVED by the City Council of the City of Andalusia, Alabama, that the vacation of said undeveloped portion of Virginia Drive referred to should be and the same is hereby vacated and this governing body is now assenting to the vacation of said unnamed street as described above and the owners of the property abutting said portion of Virginia Drive is hereby authorized to file and record with their declaration of vacation, a certified copy of this resolution.

BE IT FURTHER RESOLVED that the Mayor execute this resolution for and on behalf of the City of Andalusia, Alabama.

ADOPTED AND APPROVED this 5th day of September, 2006.

THE CITY OF ANDALUSIA, ALABAMA

By: _____
Jerry B. Andrews, Mayor

ATTEST:

John M. Thompson, City Clerk

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Councilman Powell moved to adopt resolution 2006 - 16. Councilman Cotton seconded the motion which passed unanimously.

COUNCIL APPROVES APPLICATION FOR BEER AND WINE LICENSE TO T S D INVESTMENTS, LLC:

Mayor Andrews presented the council with an application for the transfer of retail beer and a retail table wine licenses for T S D Investments, LLC, for their establishment located at 630 Martin Luther King, Jr. Expressway. Councilman Alexander 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 TABLES RESOLUTION 2006-17 INVOLVING UTILITY BOARD:

Mayor Andrews presented Resolution 2006 - 17 upon request from the Utilities Board of the City of Andalusia, releasing the board from its obligation to follow the city's personnel policies and procedures. Councilman Powell moved to table the resolution. Councilman Cotton seconded the resolution which passed unanimously.

COUNCIL APPOINTS SYLVIA JOHNSON, VIRGINIA BRAWNER, AND SUSAN CATON TO COMMUNITY ENHANCEMENT COMMITTEE:

Mayor Andrews announced that there were three openings on the Community Enhancement Committee and presented the council with three applications. Councilman Jones nominated Sylvia Johnson, Virginia Brawner, and Susan Caton for the Community Enhancement Committee. Councilman Powell seconded the motion which passed unanimously.

COUNCIL APPOINTS JAMES MCDOWELL TO BOARD OF ZONING ADJUSTMENTS:

Mayor Andrews announced that there were two openings on the Board of Zoning Adjustments and presented an application to the council for its consideration. Councilman Cotton nominated James McDowell to the Board of Zoning Adjustments. Councilman Alexander seconded the motion which passed unanimously.

COUNCIL APPROVES TRANSFER OF MICAH BLAIR TO ASSISTANT BUILDING INSPECTOR POSITION:

Mayor Andrews presented a request from the Planning & Development Department creating a new position of Assistant Building Inspector and transferring Micah Blair into the position. Councilman Jones moved to approve the new position and of Micah Blair's transfer. Councilman Cotton seconded the motion which passed unanimously.

COUNCIL APPROVES RESOLUTION NO. 2006-18 PROVIDING COST OF LIVING ADJUSTMENT FOR CITY RETIREES:

Mayor Andrews presented Resolution No. 2006 - 18, providing a cost of living adjustment for city retirees.

**CITY OF ANDALUSIA
ANDALUSIA, ALABAMA**

RESOLUTION NO. 2006-18

BE IT RESOLVED by the City Council of the City of Andalusia that the City of Andalusia elects to come under the provisions of Section 2 of Act 510 of the regular session of the 2006 Legislature.

The City of Andalusia agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the increase as provided for by said Act for those eligible employees retired from the City of Andalusia with the aforementioned increase being effective with the October 2006 benefit payment.

ADOPTED AND APPROVED this 5th day of September, 2006.

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THE CITY OF ANDALUSIA, ALABAMA

BY: _____
Jerry B. Andrews, Mayor

ATTEST:

John Thompson, City Clerk

Councilman Alexander moved to adopt Resolution No. 2006 - 18. Councilman Powell seconded the motion which passed unanimously.

COUNCIL TABLES EMPLOYEE HEALTH INSURANCE ISSUE:

Mayor Andrews announced that the council had received notice from the State Employees' Insurance Board that premiums would be increasing beginning October 1, 2006 for employee health insurance. Councilman Jones moved to table the issue and refer it to the preparation of the FY 2007 budget. Councilman Alexander seconded the motion which passed unanimously.

COUNCIL TABLES DISCUSSION OF SECURITY CAMERA BID:

Mayor Andrews announced that bids were opened for a surveillance system for the square earlier in the day. He said that more time was needed to examine the bids before the council was ready to accept a proposal. Councilman Cotton moved to table discussion of the bids. Councilman Alexander seconded the motion which passed unanimously.

COUNCIL APPROVES REVISED JAIL AGREEMENT:

Mayor Andrews presented the revised Inmate Housing contract to the council for its consideration as follows:

JAIL AGREEMENT

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 offense or incarcerated by order of the Andalusia Municipal Court. The term City Prisoner does not include any
- 2.

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 rests with City.
13. ACCEPTANCE 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 a half percent (7.5%) annually. To exercise the renewal option, a party must give written notice of its intent 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		

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For Sheriff: Sheriff
Covington County Sheriff's Department
Hillcrest Drive
Andalusia, AL 36420

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 one 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

Councilman Alexander moved to approve the contract to house city inmates with Covington County. Councilman Powell seconded the motion which passed unanimously

ANNOUNCEMENTS:

1. Mayor Andrews announced that he had appointed Teresa Ward to the Andalusia Housing Authority for a five year term and that he had appointed Joe Armstrong to the Planning Commission for a six year term.
2. Councilman Powell commented on the city's financial condition by saying that revenues were up approximately \$20,000 through July over the same period a year ago. He added that actual revenues were only approximately \$49,000 below budget.

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