

STATE OF ALABAMA
COUNTY OF CHEROKEE
CITY OF CENTRE

REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF CENTRE, ALABAMA

THE CITY COUNCIL OF THE CITY OF CENTRE MET IN REGULAR SESSION TUESDAY, MARCH 10,
2026 AT 5:00 P.M. IN THE CITY HALL.

ROLL CALL FOUND THE FOLLOWING PRESENT:

KAREN SLUPE, MAYOR PRO TEM
CARETHA CLIFTON, COUNCILMEMBER
DON COTHRAN, COUNCILMEMBER
SID GARRETT, COUNCILMEMBER
PHILLIP ROBERTS, COUNCILMEMBER
KAREN SLUPE, COUNCILMEMBER
JIMMY WILLIAMS, COUNCILMEMBER

ABSENT: JAY HOWELL, MAYOR

MAYOR PRO TEM KAREN SLUPE PRESIDED OVER THE MEETING AND SHERRIE CHANDLER,
CITY CLERK, WHO WAS ALSO PRESENT, RECORDED THE MINUTES.

MAYOR PRO TEM KAREN SLUPE STATED A QUORUM WAS PRESENT AND DECLARED THE
MEETING OPEN FOR THE TRANSACTION OF BUSINESS.

BO HOOD OPENED THE MEETING WITH PRAYER.

COUNCILMEMBER SID GARRETT MADE A MOTION TO APPROVE THE ACCOUNTS PAYABLE.
MOTION WAS SECONDED BY COUNCILMEMBER TOREY CHANDLER. THE ACCOUNTS PAYABLE
ARE AS FOLLOWS:

ALABAMA FIRE COLLEGE	\$ 500.00	CARD SERVICES	\$2,280.14
CHEROKEE CO. COMM. DIST	\$13,488.60	CEDAR BLUFF OIL	\$2,268.55
CENTRE AUTO PARTS	\$ 893.74	CHER. CO CAREER & TECH	\$2,694.26
CINTAS	\$ 832.62	DANNY'S BUILDERS SUPPLY	\$ 15.08
DAVID'S APPLIANCE	\$ 36.00	ELLIS BROTHERS GRADING	\$ 800.00
FOCUS MENTAL HEALTH	\$ 500.00	FOOTHILLS TRACTOR & EQUIP	\$ 31.25
FUELZ-A MCPHERSON	\$ 6,554.51	GALL'S	\$ 235.58
HOLSTON GASES, INC.	\$ 21.83	INGRAM EQUIPMENT	\$1,103.59
SHANE GIVENS	\$ 300.00	KERR'S REDI MIX	\$ 515.00
KERR'S REDI MIX	\$ 515.00	MORRISON HEATING & COOLING	\$ 125.00
NETWORK SOLUTIONS	\$ 217.75	O'REILLY AUTO PARTS	\$ 141.60
O.K. TIRE	\$ 1,397.98	PINETREE SIGNS	\$1,050.00
PITNEY BOWES	\$ 91.29	QUILL	\$1,168.84
REECE TIRE-CENTRE	\$ 1,775.00	RODNEY'S AUTO PARTS	\$ 358.05
SAND MOUNTAIN PEST	\$ 129.00	TATE & TATE	\$2,400.00
THE CHEROKEE-POST HERALD	\$ 240.50	ULINE	\$ 480.23

WAL-MART	\$ 239.22	WASTE DISPOSAL SOLUTIONS	\$ 85.94
WATERWAY DIST.	\$ 85.94	WEAVER PLUMBING & SEPTIC	\$1,400.00
WEISS SUPPLIES	\$ 413.25		

SUB-TOTAL	\$52,149.73
-----------	-------------

RECREATION FUND

ADVANCE AUTO PARTS	\$ 29.80	BIG JOHN'S LOCK & KEY	\$ 245.00
BSN SPORTS	\$ 109.00	CARD SERVICES	\$ 219.00
CEDAR BLUFF OIL	\$ 83.79	CHEROKEE FARMERS COOP	\$ 479.70
CINTAS	\$ 479.70	FUELZ-A MCPHERSON	\$ 347.16
HARBOR FREIGHT	\$ 84.99	O'REILLY AUTO PARTS	\$ 158.84
PARKER AUTOMOTIVE REPAIR	\$ 689.00	SAND MOUNTAIN PEST	\$ 86.00
WAL-MART	\$ 74.60		

SUB TOTAL	\$2,738.31
-----------	------------

SWIMMING POOL

SAND MOUNTAIN PEST	\$45.00
--------------------	---------

SUB TOTAL	\$ 45.00
-----------	----------

THE VOTE WAS UNANIMOUS IN FAVOR OF PAYING THE ACCOUNTS PAYABLE.

COUNCILMEMBER JIMMY WILLIAMS MADE A MOTION TO GIVE LISA CHANDLER PERMISSION TO USE THE J.W. HAMPTON FIELD FOR SUMMITT SANTUARY FUNDRAISER TO BE HELD APRIL 25, 2026, FROM 8:00 A.M. UNTIL 2:00 P.M. MOTION WAS SECONDED BY COUNCILMEMBER PHILLIP ROBERTS. THE VOTE WAS UNANIMOUS IN FAVOR OF SAME.

IN THE ABSENCE OF TOMMY LODER, CHAIRMAN OF THE ALCOHOL REVIEW COMMITTEE, KEVIN TURNER PRESENTED THE COMMITTEE'S RECOMMENDATION TO APPROVE ALCOHOL SALES AS FOLLOWS:

1. JARWARD, LLC.
D/B/A FOOD MART #12, 902 WEST MAIN STREET, CENTRE, ALABAMA
A. RETAIL BEER (OFF PREMISES)
B. RETAIL TABLE WINE (OFF PREMISES ONLY)

COUNCILMEMBER DON COTHRAN MADE A MOTION TO APPROVE THE COMMITTEE'S RECOMMENDATION. MOTION WAS SECONDED BY COUNCILMEMBER CARETHA CLIFTON. THE VOTE WAS UNANIMOUS IN FAVOR OF SAME.

MAYOR PRO TEM KAREN SLUPE PRESENTED THE FOLLOWING RESOLUTION TO THE CITY COUNCIL OF THE CITY OF CENTRE, ALABAMA, TO WIT:

RESOLUTION NO. 26-03-10

BE IT RESOLVED THAT BO HOOD BE REAPPOINTED TO THE HATCHER COMMUNITY CENTER A TWO-YEAR TERM.

BE IT FURTHER RESOLVED THAT THIS TERM SHALL EXPIRE MARCH 10, 2028.

APPROVED AND APPOINTED THIS 10TH DAY OF MARCH, 2026.

JAY HOWELL, MAYOR

ATTEST:

SHERRIE CHANDLER, CITY CLERK

COUNCILMEMBER TOREY CHANDLER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. MOTION WAS SECONDED BY COUNCILMEMBER CARETHA CLIFTON. THE FOLLOWING VOTES WERE RECORDED:

YEAS: KAREN YARBROUGH, MAYOR PRO TEM
TOREY CHANDLER, COUNCILMEMBER
CARETHA CLIFTON, COUNCILMEMBER
DON COTHRAN, COUNCILMEMBER
SID GARRETT, COUNCILMEMBER
PHILLIP ROBERTS, COUNCILMEMBER
JIMMY WILLIAMS, COUNCILMEMBER

NAYS: NONE

ABSENT: JAY HOWELL, MAYOR

MAYOR PRO TEM KAREN SLUPE PRESENTED TO FOLLOWING ORDINANCE NO. 26-314 TO THE CITY COUNCIL OF THE CITY OF CENTRE, ALABAMA, TO WIT:

ORDINANCE 2026-314

AN ORDINANCE DECLARING PROPERTY SURPLUS

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CENTRE, ALABAMA, AS FOLLOWS:

Section 1. The City of Centre has real property not needed for public or municipal purposes, to wit: The premises located at 590 East Main Street, Centre, Alabama, and described as follows:

SEE EXHIBIT A

Section 2. There is an opportunity to lease said property.

Section 3. The City Council of the City of Centre declares that the property is not needed for municipal purposes and declares the property surplus. The City Council authorizes and directs the Mayor to execute a Lease Agreement to Pro Health of Northeast Alabama, LLC.

Section 4. If any part, section, or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 5. This Ordinance takes effect on its passage, approval, and publication.

ADOPTED AND APPROVED this the 10th day of March, 2026.

THE CITY OF CENTRE

By _____
Jay Howell, Mayor

Attest:

Sherrie Chandler, City Clerk

EXHIBIT A

TRACT ONE:

A lot or parcel of land, lying and being situated in the Northwest Quarter of the Southeast Quarter of Section 22, Township 10 South, Range 9 East, which lot or parcel of land is ore particularly described as follows, to wit:

Commence at the Northwest corner of Lot 1 of Block A of the Mary Bailey Subdivision as the same appears of record in Plat Book 4 at page 26 in the Probate Office of Cherokee County, Alabama, and run North 63 degrees 50 minutes West for a distance of 26.55 feet and to a point, which point is the point of beginning of the parcel of land hereby conveyed; thence from said point of beginning continue running North 63 degrees 50 minutes West for a distance of 108 feet and to a point; thence run South 22 degrees 00 minutes West for a distance of 117.4 feet and to a point; thence run South 63 degrees 50 minutes East for a distance of 108.0 feet and to a point; thence run North 22 degrees 00 minutes East for a distance of 117.4 feet and to the point of beginning.

PARCEL TWO:

A lot or parcel of land, lying and being situated in the Northwest Quarter of the Southeast Quarter of Section 22, Township 10 South, Range 9 East, which lot or parcel of land is more particularly described as follows, to wit:

Commence at the Northwest corner of Lot Number 1 of Block A of the Mary Bailey Subdivision as the same appears of record in Plat Book 4 at page 26 in the Probate Office of Cherokee County, Alabama, and run North 63 degrees 50 minutes West for a distance of 26.55 feet and to a point; thence run South 22 degrees 00 minutes West for a distance of 117.4 feet and to a point; thence run North 63 degrees 50 minutes West for a distance of 12 feet and to a point, which point is the point of beginning of the parcel of land hereby conveyed; thence from said point of beginning continue running North 63 degrees 50 minutes West for a distance of 96.0 feet and to a point; thence run South 22 degrees 00 minutes West for a distance of 15 feet and to a point; thence turn to the left and run in an Easterly direction for a distance of 95 feet, more or less, and to the point of beginning.

There is reserved and excepted from the above described lands any portion thereof which may lie within the right-of-way of McElrath Street.

All said lands being situated in Cherokee County, Alabama.

COUNCILMEMBER PHILLIP ROBERTS MADE A MOTION THAT THE RULES BE SUSPENDED FOR IMMEDIATE CONSIDERATION OF ORDINANCE NO. 26-314. MOTION WAS SECONDED BY COUNCILMEMBER SID GARRETT. THE FOLLOWING VOTES WERE RECORDED:

YEAS: KAREN YARBROUGH, MAYOR PRO-TEM
TOREY CHANDLER, COUNCILMEMBER
CARETHA CLIFTON, COUNCILMEMBER
DON COTHRAN, COUNCILMEMBER
SID GARRETT, COUNCILMEMBER
PHILLIP ROBERTS, COUNCILMEMBER
JIMMY WILLIAMS, COUNCILMEMBER

NAYS: NONE

ABSENT: JAY HOWELL, MAYOR

COUNCILMEMBER PHILLIP ROBERTS MADE A MOTION TO ADOPT ORDINANCE NO. 26-314 FOR FINAL PASSAGE. MOTION WAS SECONDED BY COUNCILMEMBER TOREY CHANDLER. THE FOLLOWING VOTES WERE RECORDED:

YEAS: KAREN YARBROUGH, MAYOR PRO TEM
TOREY CHANDLER, COUNCILMEMBER
CARETHA CLIFTON, COUNCILMEMBER
DON COTHRAN, COUNCILMEMBER
SID GARRETT, COUNCILMEMBER
PHILLIP ROBERTS, COUNCILMEMBER
JIMMY WILLIAMS, COUNCILMEMBER

NAYS: NONE

ABSENT: JAY HOWELL, MAYOR

MAYOR PRO TEM KAREN SLUPE PRESENTED THE FOLLOWING LEASE AGREEMENT TO PRO HEALTH OF NORTHEAST ALABAMA, LLC., TO THE CITY COUNCIL OF THE CITY OF CENTRE, ALABAMA, AS FOLLOWS:

STATE OF ALABAMA,

LEASE AGREEMENT

CHEROKEE COUNTY.

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 1st day of March, 2026, by and between **THE CITY OF CENTRE, ALABAMA**, hereinafter called "**City**", and **PROHEALTH OF NORTHEAST AL, LLC**, hereinafter called "**Pro Health**", the following described real estate.

WITNESSETH:

In consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, City does hereby lease and demise unto Pro Health the following described real estate, to wit:

TRACT ONE:

A lot or parcel of land, lying and being situated in the Northwest Quarter of the Southeast Quarter of Section 22, Township 10 South, Range 9 East, which lot or parcel of land is ore particularly described as follows, to wit:

Commence at the Northwest corner of Lot 1 of Block A of the Mary Bailey Subdivision as the same appears of record in Plat Book 4 at page 26 in the Probate Office of Cherokee County, Alabama, and run North 63 degrees 50 minutes West for a distance of 26.55 feet and to a point, which point is the point of beginning of the parcel of land hereby conveyed; thence from said point of beginning continue running North 63 degrees 50 minutes West for a distance of 108 feet and to a point; thence run South 22 degrees 00 minutes West for a distance of 117.4 feet and to a point; thence run South 63 degrees 50 minutes East for a distance of 108.0 feet and to a point; thence run North 22 degrees 00 minutes East for a distance of 117.4 feet and to the point of beginning.

PARCEL TWO:

A lot or parcel of land, lying and being situated in the Northwest Quarter of the Southeast Quarter of Section 22, Township 10 South, Range 9 East, which lot or parcel of land is more particularly described as follows, to wit:

Commence at the Northwest corner of Lot Number 1 of Block A of the Mary Bailey Subdivision as the same appears of record in Plat Book 4 at page 26 in the Probate Office of Cherokee County, Alabama, and run North 63 degrees 50 minutes West for a distance of 26.55 feet and to a point; thence run South 22 degrees 00 minutes West for a distance of 117.4 feet and to a point; thence run North 63 degrees 50 minutes West for a distance of 12 feet and to a point, which point is the point of beginning of the parcel of land hereby conveyed; thence from said point of beginning

continue running North 63 degrees 50 minutes West for a distance of 96.0 feet and to a point; thence run South 22 degrees 00 minutes West for a distance of 15 feet and to a point; thence turn to the left and run in an Easterly direction for a distance of 95 feet, more or less, and to the point of beginning.

There is reserved and excepted from the above described lands any portion thereof which may lie within the right-of-way of McElrath Street.

All said lands being situated in Cherokee County, Alabama.

TO HAVE AND TO HOLD the said Property unto Pro Health upon the following terms and conditions:

1. Term. The Term of this Lease shall be for a period of 36 months commencing on the 1st day of March, 2026, at 12:00 o'clock a.m. and ending on the 1st day of March, 2029, at 12:00 o'clock a.m.
2. Renewal. Pro Health shall have the option to renew this lease for a period of three years from and after the expiration date of this lease. Such option shall be conditioned upon Pro Health having complied with the terms hereof. The terms of this lease shall govern the option period except there shall be no further option to renew without the consent of the City.
3. Rental. Pro Health shall pay City the sum of \$1,150.00 per month payable on the first day of each month during the term of this Lease. At the termination of this Lease Agreement, Pro Health shall surrender the Property to the City. Pro Health shall leave the Property in a clean condition and in the same condition that it was in when taken by Pro Health, subject to normal wear and tear. Pro Health shall be responsible for any and all cost and expense of damage to any utility hook-ups, removal of trash and debris and shall be liable to City for any and all damages to the Property, normal wear and tear excepted. Any holding over of possession by Pro Health past the expiration date shall be in strict violation of the terms and conditions of this Lease Agreement and shall not operate to be a Tenancy under this Lease Agreement and Pro Health shall be subject to the provisions of the Unlawful Detainer Act or such other law as may be subsequently adopted by the Alabama State Legislature relating to leases. Jurisdiction and venue of any action relating to this Lease Agreement shall be in Cherokee County, Alabama.
4. Subletting and Assignment. Pro Health may sublease or assign all or any part of the Property with the prior written consent of the City.

5. Use. The Property shall be used and occupied by Pro Health for any legal use. Any permitted improvement or additions constructed by or placed on the property by Pro Health shall become the property of the City, upon the termination of this Lease Agreement. Pro Health shall comply with all Federal, State, County, and City laws and ordinances. Pro Health shall indemnify and hold harmless the City for any violations arising from Pro Health's use of the property, including but not limited to, indemnification of attorney fees, costs and penalties levied against the Pro Health.

6. Utilities and Other Services. Pro Health agrees to hold the utilities and other services in its name and Pro Health shall be solely responsible for payment for all utilities used in conjunction with the Property, including but not limited to, deposits (if required), monthly bills and connect and disconnect fees.

7. Maintenance and Repairs. Pro Health shall be responsible for all repairs to the Property.

8. Indemnification. Pro Health shall indemnify, hold harmless and defend the City for any and all liability, claims of damage, claims of injury or otherwise in connection with Pro Health's use or occupancy of the Property, said indemnification shall include reasonable attorney fees, expenses and cost of defending any such action against the City as a result of Pro Health's use and occupancy of the Property.

9. Notices. Any Notice or demand which by any provision of this Lease is required or permitted to be given by either party shall be deemed to be sufficiently given for all purposes when made in writing and hand-delivered or sent in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

If to the Pro Health:

David Lester
717 37TH Street South
Birmingham, Alabama 35222

If to the City:

City Clerk, City of Centre
635 Armory Road
Centre, Alabama 35960

10. Default. The occurrence of one or more of the following events shall constitute default by Pro Health:

- (a.) Pro Health fails to comply in any material respects with any terms, provisions, conditions or covenants of this Lease;
- (b.) Pro Health files (or has filed against it) any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar actions), either in a state or federal court;
- (c.) Pro Health becomes insolvent or makes an assignment for benefit of creditors;
- (d.) A receiver is appointed for Pro Health;
- (e.) The leasehold interest of Pro Health is attached or levied upon.

11. City's Remedies Upon Default by Pro Health. In the event the Pro Health commits any of the aforesaid events constituting default, the City shall have the following remedies which are not exclusive, but cumulative in addition to any remedies now or later allowed by law:

- (a.) City shall have the right to terminate this Lease and Pro Health's rights to possession of the Property at any time without notice to vacate, re-enter the Property, pursue its remedies at law or in equity to recover from Pro Health all amounts of rents or assessments then due or thereafter accruing and pursue such other damages as are caused by Pro Health's default
- (b.) No course of dealing between Pro Health and City or any delay in exercising any right that either party may have under this Lease shall operate as a waiver of any of the rights hereunder, nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the ones specified in such waiver and that one only for the time and in the manner specifically stated.

12. Successors and Assigns. The provisions of this Lease shall bind and inure to the benefit of the City and Pro Health, and their respective successors, heirs, legal representatives and assigns.

13. Liability Insurance. Pro Health shall maintain liability insurance with a minimum coverage amount of \$1 million.

14. Other Provisions. Prior to the commencement of this Lease, the City agrees to replace the air conditioning unit used in the premises. Pro Health agrees to maintain such unit during the term of this Lease.

15. Entire Agreement. This Lease constitutes the entire understanding between the parties hereto. No changes, amendments, representations or agreements will be effective unless they are in writing and signed by authorized representatives of both parties. The terms and conditions of this Lease shall supersede all previous agreements, oral or otherwise. This Lease shall be governed by and construed pursuant to the laws of the state of Alabama with venue of any action for the enforcement hereof being Cherokee County, Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names, as their official acts, by their duly authorized representatives, effective as of the day and year first above written.

CITY OF CENTRE

BY: _____
Its Mayor

City Clerk: _____

PROHEALTH OF NORTHEAST AL, LLC

BY: _____
Its President

WITNESS: _____

COUNCILMEMBER DON COTHRAN MADE A MOTION TO APPROVE THE FOREGOING LEASE AGREEMENT. MOTION WAS SECONDED BY COUNCILMEMBER PHILLIP ROBERTS. THE FOLLOWING VOTES WERE RECORDED:

YEAS: KAREN YARBROUGH, MAYOR PRO TEM
TOREY CHANDLER, COUNCILMEMBER
CARETHA CLIFTON, COUNCILMEMBER
DON COTHRAN, COUNCILMEMBER
SID GARRETT, COUNCILMEMBER
PHILLIP ROBERTS, COUNCILMEMBER
JIMMY WILLIAMS, COUNCILMEMBER

NAYS: NONE

ABSENT: JAY HOWELL, MAYOR

MAYOR PRO TEM KAREN SLUPE PRESENTED QUOTES TO THE COUNCIL FOR CHRISTMAS GARLAND FOR THE LIGHT POLES ON MAIN STREET. THE QUOTES ARE AS FOLLOWS:

- | | |
|----------------------------|------------|
| 1. DISPLAY SALES | \$6,105.00 |
| 2. DIXIE DECORATIONS, INC. | \$5,108.40 |

COUNCILMEMBER CARETHA CLIFTON MADE A MOTION TO APPROVE THE LOWEST QUOTE FROM DIXIE DECORATIONS, INC. IN THE AMOUNT OF \$5,108.40. MOTION WAS SECONDED BY COUNCILMEMBER JIMMY WILLIAMS. THE VOTE WAS UNANIMOUS IN FAVOR OF SAME.

MAYOR PRO TEM KAREN SLUPE PRESENTED QUOTES TO THE COUNCIL FOR REPLACING THREE TOILETS AT THE FIRE STATION. THE QUOTES ARE AS FOLLOWS:

- | | |
|----------------------------------|------------|
| 1. COHELEY PLUMBING | \$1,585.68 |
| 1. WEAVER PLUMBING & SEPTIC, LLC | \$2,100.00 |

COUNCILMEMBER PHILLIP ROBERTS MADE A MOTION TO APPROVE THE LOWEST QUOTE FROM COHELEY PLUMBING IN THE AMOUNT OF \$1,585.68. MOTION WAS SECONDED BY COUNCILMEMBER DON COTHRAN. THE VOTE WAS UNANIMOUS IN FAVOR OF SAME.

COUNCILMEMBER CARETHA CLIFTON MADE A MOTION TO PURCHASE LAPTOPS AND COMPUTERS FROM NETWORK SOLUTIONS IN THE AMOUNT OF \$9,422.70 FOR THE NEW CITY HALL. MOTION WAS SECONDED BY COUNCILMEMBER JIMMY WILLIAMS. THE VOTE WAS UNANIMOUS IN FAVOR OF SAME.

COUNCILMEMBER SID GARRETT MADE A MOTION TO APPROVE \$2,640.00 FOR LODGING FOR THE 8 & UNDER GIRLS BASKETBALL TEAM GOING TO THE STATE TOURNAMENT IN TUSCALOOSA, ALABAMA. MOTION WAS SECONDED BY COUNCILMEMBER TOREY CHANDLER. THE VOTE WAS UNANIMOUS IN FAVOR OF SAME.

COUNCILMEMBER JIMMY WILLIAMS MADE A MOTION TO DECLARE SPRING CLEAN UP WEEK MARCH 30TH – APRIL 3RD AND TO ADVERTISE. MOTION WAS SECONDED BY COUNCILMEMBER CARETHA CLIFTON. THE VOTE WAS UNANIMOUS IN FAVOR OF SAME.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER JIMMY WILLIAMS MADE A MOTION TO ADJOURN AT 5:11 P.M.

KAREN SLUPE, MAYOR PRO TEM

SHERRIE CHANDLER, CITY CLERK