

The Russell County Commission
Meeting Minutes
October 23rd, 2013
9:30 A.M. EST.

An adjourned meeting of the Russell County Commission was called to order. Members present were: Chair Peggy Martin, Vice Chair Cattie Epps, Gentry Lee, Tillman Pugh, Ronnie Reed, Chance Corbett and Larry Screws. Also present was the County Attorney Kenneth Funderburk and County Administrator LeAnn Horne who kept the minutes.

A quorum was established.

The invocation was given by Jimmie Hobbs, Pastor of Bethany Baptist Church.

The Pledge of Allegiance was led by Commissioner Reed.

Chair Martin requested a motion to approve the October 9th, 2013 meeting minutes. Commissioner Corbett motioned to approve the meeting minutes and was seconded by Commissioner Pugh. The vote was unanimous.

Commissioner Lee discussed the functions of the Commission Vice Chair. Stated the only function of the Vice Chair is to operate the meeting in the absence of the Commission Chair or to sign official documents in the Chair's absence. Those are the official duties. The Chair can designate anyone, even if it is not a Commissioner to represent Russell County at a meeting or civic function, etc.

County Administrator Horne presented 3 court ordered cremations for Coroner Sumbry who was unable to attend the meeting. All cremations are not to exceed the expense of \$400 and are to be paid to the following funeral homes:

- Rickey Smith to be paid to Striffler-Hamby Mortuary
- Deborah Warpool to be paid to Phenix Mortuary
- Connie Caldwell to be paid to Sumbry Memorial Funeral Home

Commissioner Screws motioned to take all three at one time.

Commissioner Lee stated that since we have a court order I move that we go ahead and approve them.

Commissioner Epps seconded Commissioner Screw's motion. The vote was unanimous.

Commissioner Lee stated that he would like the names to be placed in the minutes.

Homeland Security / EMA Director Bob Franklin stated the Hazardous Mitigation Plan must be renewed every five years. Russell County has been awarded a grant of \$27,000 from the State of Alabama Emergency Management Agency. The funds will be used to update the current plan for the next five years. The current plan will expire in 2015. The grant and the County match of 25% have been included in the 2013-2014 budget. He recommended approving the HMPG Resolution. Commissioner Screws motioned to approve the resolution and was seconded by Commissioner Reed. The vote was unanimous.

Attorney Kenneth Funderburk presented the lease for the Ladonia Sports Complex. Changes that he made to the lease were to correct the name of the lessor to the Russell County Board of Education and to change on the second page "This is a legally binding contract. Lessee acknowledges that it has read and understands this lease". Commissioner Lee motioned to approve the lease. Seconded by Commissioner Pugh.

Commissioner Pugh stated he has spoken to the Russell County Board of Education Chair, who said that the Board has approved the lease and asked the Commission to go forward with the agreement.

Attorney Funderburk stated they still need to sign the agreement.

Commissioner Pugh announced the Board understands that, they have approved and are waiting for the contract so it can be signed.

Attorney Funderburk asked if Commissioner Pugh still wanted the agreement to be sent to the Board of Education's Attorney.

Commissioner Pugh replied, "Yes, to their Attorney he is waiting on it".

Attorney Funderburk stated it will be sent to their attorney today.

Commissioner Corbett asked the Attorney if under Section 4, Subletting: the County will be able to allow the Association, whether it is the parents association or whether the association is to actually take registration and use the facility with our schedule and all of that, is that correct. The last thing that the agreement states "nor gives a license to use said premises to any third party, without the written consent to the lessor". I want to make sure that is what that is talking about as long as we have operational control we are able to do...

Attorney Funderburk stated that is right.

Commissioner Corbett said as long as we can let a parent organization do registrations and make up the teams, and that is covered in this agreement, then he agrees.

Attorney Funderburk stated that there will be a written agreement where we would be signing that function to them.

Commissioner Lee agreed that section two covered Commissioner Corbett's question.

Commissioner Screws asked if we have the same agreement at the Seale Complex.

Attorney Funderburk said "No, because the County owns that facility".

Commissioner Epps asked for her comment to go on the record. She asked Coach Parker to access land in the Fort Mitchell area for the purposes of having recreation in that area of the County in the future. She also requested for the Administrator to begin looking and reserving revenue not less than \$50,000 for the next year's budget to begin working on a recreation area for Fort Mitchell children, because there are lots of children in this area and she is for all the children all over the county to have the same opportunity to have recreational in their area.

Commissioner Corbett agreed he would support that too as he had stated in a previous meeting.

Commissioner Epps also asked the Coach to return to the Commission in 60 days with a report and around March or April 2014 the Administrator is to report how much money she has been able to retain for the recreational area in Fort Mitchell.

Commissioner Reed stated that he thought the Commission was moving too fast with the Ladonia Complex, He does approve of Coach Parker just taking maintenance of the grounds, such as maintaining the fields, cutting the grass, etc., since there is a possibility the County's revenue will be cut.

Administrator Horne polled the Commission for approval of the Ladonia Complex Lease. District 1(Lee) voted, yes; District 2 (Pugh) voted, yes; District 3 (Martin) voted, yes; District 4 (Reed) voted, no ; District 5 (Epps) voted, yes; District 6(Corbett) voted, yes; District 7(Screws) voted, yes. 6 yes votes and 1 no vote the lease was approved.

Commissioner Corbett motioned to approve for the Chair to sign the Ladonia Lease and to have the appropriate school Board member to sign for operational control of the Ladonia Sport Complex to the Russell County Commission for a period of 20 years. Operational control should be managed by the Russell County Recreational Department. The only duties that will be assigned to the parents or community associations that are approved to utilize the Complex should consist of recruiting players, registration and other league duties as approved by the Director of the Recreational Department, not consisting of regular property or facility maintenance. Seconded by Commissioner Lee. Commissioner Corbett added this motion is just to clear things up from a previous meeting.

Commissioner Epps asked what Commissioner Corbett was talking about. The lease was covering all areas, so these minutes in her opinion and with the Attorney being the parliamentarian, I'm thinking that the lease that we have just approved has covered

everything we want done and have voted on, so why do we have to go back to the budget minutes.

Commissioner Corbett replied that due to Monday night it was said several times that it was not clear what the minutes said. The lease says exactly what that motion says but I am trying to clear these minutes up, because I agree the budget minutes are a little foggy and yes the lease covers exactly the same thing, but the lease is saying we are taking control of the property. I'm trying to do this motion to show what duties are at that location. We are doing the exact same thing, but I'm trying to clear the minutes up.

Commissioner Epps asked the Administrator if the lease becomes part of these minutes.

Administrator Horne stated yes.

Commissioner Epps asked if someone wants to prove this they will read these minutes and if they do not understand then they will can suggest reading other minutes for clarification. This lease will have the same thing as your clarification?

Commissioner Corbett replied maybe it's my opinion and if the Attorney says I'm off base then I will withdraw. It's my opinion that the lease is covering our commitment, agreement and ownership aspects of it, but the motion would cover our operation as a county and our ability to operate. That was my mind set behind it because of the minutes that were e-mailed to us; I felt it was important that we clear the minutes up.

Chair Martin asked Attorney Funderburk if he would give an answer.

Attorney Funderburk answered "No"; you should not do it. In the beginning, I said there needed to be clarification. We then drew up the lease that was just voted on. The lease is a two way thing, now you are trying to modify the lease. You can't do that".

Commissioner Pugh asked Attorney Funderburk, if Commissioner Corbett's motion fails or he withdraws the motion; and made his comments part of the public record and that you support that this lease does the same thing.

Attorney Funderburk replied "It doesn't do the same thing".

Commissioner Pugh acknowledged that is what was said earlier.

Commissioner Corbett asked then based on the lease that we are signing with the School Board that once this lease is signed; the County now has operational control of the Ladonia Sports Complex.

Attorney Funderburk agreed.

Commissioner Corbett withdrew his motion.

Attorney Funderburk added “When you have all the marbles you don’t help by describing the color of the marbles you have. That would be what we would be doing. We have all the marbles, which mean we operate that facility. If we try to describe what that means, using the example I gave you, it doesn’t help, it confuses. Which was the problem with the minutes and I think we have clarified it”.

Commissioner Corbett stated if you agree the lease clarifies the minutes from the budget meeting then I withdraw my motion.

Attorney Funderburk agreed that it does.

STATE OF ALABAMA)
)
COUNTY OF RUSSELL)

LEASE AGREEMENT

This agreement made this ___ day of _____, 2013 and between **RUSSELL COUNTY BOARD OF EDUCATION** (hereafter called the “Lessor”) and **RUSSELL COUNTY**(hereafter called the “Lessee”). Lessor leases to Lessee, and Lessee rents from the Lessor the property located at Ladonia Elementary School and is further identified as the property noted in green outline on Exhibit “A” which is attached hereto and incorporated herein by reference, including the buildings and appurtenances which appear in Exhibit “A”.

1. **TERM:** The initial term of this lease shall be for **Twenty (20) years** beginning at 12:00 noon _____, 20_____, and ending at 12:00 noon _____, 20_____, for a total of 240 months at One (\$1.00) a year.

2. **POSSESSION:** Possession of the premises and appurtenances is subject to the following special conditions:

- a. Lessee shall maintain the grass and keep the fields mowed and in useable condition.
- b. Lessee will maintain operational control of the Ladonia Sports Complex.
- c. In the event the School Board sells the property during the term of the lease, to someone other than the County, the County shall be reimbursed from the sales price the value of the improvements which the County has made to the existing structures and to any new structures which may be built by the County.

3. **RIGHT OF REFUSAL:** Upon the Russell County School Board electing to sell the leased premises during the term of the lease, Russell County shall have the right to match any bona fide offer made to the School Board upon the following conditions:

a. A bona fide offer shall mean that an offer to purchase for cash is made on the property in writing and which offer is supported by a good faith, nonrefundable binder of no less than Twenty (20%) percent of the purchase price.

b. The County should be sent a copy of said offer in writing and the County thereafter shall have sixty (60) days from the date of receipt of said offer to match the same in writing along with the Twenty (20%) binding. Closing would have to occur within sixty (60) days of the offer to match.

4. **SUBLETTING:** Lessee agrees that it shall not assign this Lease, nor underlet said premises, or at any part thereof, not permit its interests in this Lease to be sold under legal process, nor give a license to use said premises to any third party, without the written consent of the Lessor.

5. **NOTICE:** Any notice and legal process shall be deemed to be duly given only if mailed by registered mail, return receipt requested, postage prepaid to:

LESSOR:

**Russell County
c/o Leann Horne, County Administrator
1000 Broad Street
Phenix City, Alabama 36867**

LESSEE:

**Russell County School Board
c/o Mike Green, Superintendent
506 14th Street
Phenix City, AL 36868**

6. **TERMINATION OF LEASE:** Lessee shall have the right to terminate the lease upon giving Lessor a sixty (60) day notice in writing that the lease is terminated.

7. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by written instruments executed by both parties.

THIS IS A LEGALLY BINDING CONTRACT. Lessee acknowledges that it has read and understands this lease.

Executed in duplicate the day and year first written above. Lessee hereby acknowledges receipt of the duplicate copy.

Dated this _____ day of _____, 2013.

LESSOR:

RUSSELL COUNTY COMMISSION

BY: _____
Peggy Martin, Chairperson

(A signed Ladonia Complex Lease is on file in the Commission Office)

Commissioner Screws clarified the agenda process. Once the agenda has been set on Monday night, you cannot add anything to the Wednesday meeting without a unanimous vote.

Attorney Funderburk recommends going into an executive session to discuss a personnel matter. Commissioner Epps motioned to move into executive session and was seconded by Commissioner Reed. The vote was unanimous.

Prior to going into the executive session, Chair Martin announced the Governmental Affairs Committee Dinner will be held at Golden Quarters November 20 at 6:00 p.m.

Chair Martin requested a motion to reconvene the Commission Meeting. Commissioner Lee and Screws motioned to reconvene the meeting. Seconded by Commissioner Reed. The vote was unanimous.

Attorney Funderburk stated there is no other business.

Commissioner Lee motioned to adjourn the meeting.

The meeting was adjourned by Chair Martin.