

The Russell County Commission
Meeting Minutes
October 28th, 2008

An adjourned meeting of the Russell County Commission was called to order by Chairman Gordon Cox. Members present were Gentry Lee, Gordon Cox, Peggy Martin, Johnnie Robinson, Cattie Epps, Mervin Dudley and J.D. Upshaw. Also present were the County Attorney Kenneth Funderburk and LeAnn Horne, the County Administrator, who kept the meeting minutes.

Chairman Cox recommended moving the agenda item, Deep South Disposal & Recycling, LLC Resolution after the approval of the minutes. All Commissioners were in agreement. Commissioner Dudley motioned to approve the agenda for October 28th, 2008 with the change and was seconded by Commissioner Epps. The vote was unanimous.

The invocation was given by Jim Meadows, Pastor of the First United Methodist Church.

The Pledge of Allegiance was led by Commissioner Lee.

Chairman Cox welcomed all Elected Officials, Department Heads, Media and Visitors.

A motion to approve the minutes of September 16th Budget Meeting was requested by Chairman Cox. Commissioner Dudley motioned to approve the minutes with the numbering correction the administrator noted and was seconded by Commissioner Robinson. The vote was unanimous.

Chairman Cox presented the minutes from the September 23rd Commission and Budget Meeting for approval. Commissioner Dudley motioned for the minutes to be approved. Seconded by Commissioner Robinson. The vote was unanimous.

Chairman Cox presented for approval the October 14th, 2008 meeting minutes. Commissioner Epps motioned to approve. Seconded by Commissioner Robinson. The vote to approve was unanimous.

The County Attorney, Kenneth Funderburk, recommended everything was in order for approval for the Deep South Disposal & Recycling, LLC Resolution.

Commissioner Martin stated she appreciated information provided about this proposed facility, but why do we want to have waste from five states coming over our roads to be dumped here in Russell County.

Commissioner Lee replied; I know I can't do a thing about this, but I wish this was reversed. I wish ADEM had to give their approval for a landfill before we issued approval for a permit.

Attorney Robert Gilpin stated: If you do not vote "No" today within ninety days the law states that it will automatically be approved. You have to vote "No" today.

Commissioner Epps motioned to table the Deep South Resolution until a later date.

Commissioner Epps replied she wanted to give the County Attorney time to check out this information reported by Mr. Gilpin.

Mr. Funderburk explained we will bring this up again at the next regular meeting in two weeks.

Chairman Cox reminded Mr. Funderburk the Commission's next regular meeting will be at least three weeks away due to the election.

Mr. Funderburk replied: I would like to get a report for the next meeting.

Commissioner Epps withdrew her motion.

Chairman Cox reopened for consideration, approval for the landfill. Commissioner Lee moved to reject the application at this time. Commissioner Martin seconded. The vote was six votes, yes. Commissioner Robinson abstained. Motioned carried.

Chairman Cox presented the National Farm-City Week Proclamation to Betty Wilson, Trelle Cavallaro and J.C. Batcheldor. Commissioner Lee motioned to approve the proclamation and was seconded by Commissioner Martin. The vote was unanimous. (The proclamation is on file in the Commission Office.)

Larry Kite, County Engineer, gave a report on the unnamed road leading to Battle Cemetery as requested by Commissioner Upshaw. We have submitted a memorandum to the County Attorney after we researched the road that leads to Battle Cemetery. We found it is a private road and were unable to locate any record of a public right-of-way or easement along this road, which is approximately 12 feet wide and 1700 feet long. We also do not have any record of the County ever maintaining this road. I do not recommend that the County start maintaining this road.

Barbara Scott of Lee/Russell Council of Governments represented the amendments ADECA recommended for the Emergency Shelter Grant. These changes were brought to the Commission at the October 14, 2008 meeting and sent to the County Attorney for review. Mr. Funderburk stated he had reviewed the amendments and recommended the Commission approve.

Commissioner Dudley motioned to accept the ESG amendments and was seconded by Commissioner Epps. There were six votes, yes. Commissioner Robinson abstained. Motioned carried.

The County Engineer Larry Kite announced the hiring of his Assistant County Engineer, Shawn Blakeney. He also requested a salary schedule change for him. The recommended amendment for Blakeney's salary is \$51,376.80, which is below what had been budgeted for 2008-2009. Fifty percent of this salary will be reimbursed by the State. Commissioner Lee motioned to approve the salary change and was seconded by Commissioner Dudley. The vote was unanimous to approve the salary and change.

Mr. Kite requested approval to advertise for the Engineering Department Annual Bids. The advertisements will run October 30th, November 6 and November 11th, with plans of opening bids November 18th, 2008 in the County Commission Chambers. Commissioner Dudley motioned to approve and was seconded by Commissioner Martin. The vote was unanimous.

Mr. Kite stated that after reviewing the past herbicide contract and analyzing the equipment on-hand and personnel that we have in the Engineering Department; I recommend not renewing the herbicide contract/bid and to return this service to an in-house operation. A motion was made by Commissioner Epps to approve the County Engineering's recommendation and was seconded by Commissioner Upshaw. The Commission voted unanimously to approve.

County Administrator LeAnn Horne recommended canceling the work session for November 10th, 2008, also November 11th, is the Veterans Day Holiday. According to Alabama Code 1975, § 36-25A -1, a Commission Meeting is to be scheduled November 12th, at 10:00 A.M. EST. This will be an official meeting to seat and

provide the Oath of Office for the office of County Commissioners along with setting the Commission Meeting Schedule for the upcoming year.

Commissioner Lee motioned to approve the recommendation of the County Administrator. Seconded by Commissioner Dudley. The vote was unanimous.

Commissioner Robinson stated he would like to thank the citizens of Russell County and the Commission for all the great things that are being done and have allowed me to take part in. I have enjoyed working with the Administrator and all the employees of the County. The Governor of Alabama appointed me to fill the vacancy. I thank him for allowing me to serve. I loved serving what I call the Greatest County this side of Heaven.

Commissioner Upshaw also thanked the people of this county for allowing me to serve for twelve years. I have learned a lot during these twelve years. I have enjoyed working with the Commissioners, and Mrs. Horne, the Administrator. I've gotten to know a lot of good people. I've been blessed to have been able to serve. This is a great county with great people. I hope the gentleman that succeeds me serves the citizens well. I wish him all the luck and many blessings.

Commissioner Martin: As a member of this Commission it has been great to work with Commissioner Upshaw and Commissioner Robinson. The Lord has other business for you.

The County Attorney presented a draft for the Resolution for Regulating Charitable Bingo. He said first, I want to let the citizens know I do not like passing around draft documents because of the instance earlier with the person commenting about the document still having Houston County rather than Russell. He received a copy of the wrong draft. There were two drafts that were created during these discussions. A draft was presented to you that showed how we changed Houston County's resolution which we had discussed at a previous meeting and agreed to follow their resolution format. The reason being is that they had spent more time, money and effort in creating a good format than any other county. I have another draft resolution that hopefully doesn't have any typographical errors. When you have drafts that is exactly what they are. They are not resolutions until the Commission has reviewed, made changes and approved it. Until then, they are drafts.

We have created this draft from information we have compiled after discussions with the Commission. We took the Houston County format and adapted it to Russell County's. About a month and a-half ago you gave me the assignment of drafting a resolution. The reason that assignment was given to me was there have been inquiries about building an electronic bingo facility in Russell County.

I believe everyone in the county is now aware that we have not passed regulations relating to electronic bingo. What has happened in counties that have passed this constitutional amendment, but have not passed controlling regulations are the counties have a lot of small bingo parlors popping up with no controls. Counties like Houston, after seeing those models, decided to further format regulations, so if a company decided to bring Bingo in, it would have to be part of a large economic development package—not just a bingo hall. That is really an economic benefit to the county where you have employment involved, health benefits, revenue, etc. Bingo would be just a small part of that. We have addressed that by following Houston County's resolution example. The only difference in what we have done is change the amount of money involved. Houston County's resolution stated an amount of two hundred million and Russell County's is one hundred fifty million as presented today with the first phase being twenty million. This is just a suggested amount. I arrived at those figures by talking with some of the Commissioners and other officials in other counties; this simply a proposal. I have also given you a copy of the Constitutional Amendment, which was passed in 1996. It was voted on by the people of Russell County and approved. Part of that amendment stated the

County Commission may promulgate rules and regulations for issuing permits or licenses and for operating bingo games in the jurisdiction of the county.

The County Commission shall insure compliance pursuant to any ordinance and then it lists some of the basic requirements. The Sheriff brought a copy of the enacting legislation, which doesn't change anything. In other words, the enabling law is the Constitutional Amendment and there is also an enabling statute. This resolution in my opinion is not inconsistent with either of those. As I have said from the first, I talked with the District Attorney and you have read the letter. I am not presenting anything that has not been publicly discussed. My opinion is based on the Constitution and conversations we have had with other counties operating under this statute; the County is charged with the duty of passing regulations to control bingo in this County. At this time, we do not have such regulations. We all know the issue is at hand. Developers want to bring these games in. There are counties that have not passed regulations, who have this Constitutional Amendment and it has caused problems. Basically, what the Commissioners are after is controlling bingo development, which is what this resolution does and tying bingo to a large commercial development that will benefit the County, not harm it.

I said this originally and I will repeat: This body can not make something legal if it is illegal. We are not passing on what is legal or illegal. That is for a court to do. Pursuant to the law; we can pass regulations that govern. The commission can pass economic development guidelines. Primarily this deals with a Class C license—electronic bingo. One of the things you will see and hear in this resolution is the definition of electronic bingo. Counties that have passed this have used this same definition of electronic bingo. We are not able to say whether someone that has an operation of electronic bingo meets the definition. That is not something you or I can or can not do; it is something a court can do.

Second, this is not an exclusive development contract. There are no statements in this resolution that give anyone an exclusive right to anything. It does provide rules that developers must comply with and would be linked to them being issued a permit for bingo. Whether you end up with one group or ten groups wanting to come in, all I can say is, one hundred fifty million dollars is a lot of money. The amount of the money and the things a group would have to do is very extensive in this resolution. Unless the developer follows these regulations, they would not get a license. If they, a company, begins to build a facility, but does not complete it; they would lose their license.

Some of the comments heard earlier at this meeting were not based on what is being presented today. Once you pass, whatever group wants to bring in a facility would have to come to the County. They would have to have a file a plan that the County would approve and the development approved by the planning commission too. We are only doing what we are charged by the law to do.

Commissioner Lee added to what Mr. Funderburk is presenting. The Chief Law Enforcement Officer of the County, in his opinion, stated this is not bingo. We are not saying it is and we are not saying its not. The Attorney General of Alabama has ruled that electronic bingo is...bingo. That is an opinion just like the District Attorney has given his opinion. We are not going to say who is right or who is wrong. All we know is what is evident in other counties is that those who failed to do anything now have major problems in their counties. All we are doing is creating, according to the constitutional law, a set of rules that will regulate a facility—what we will permit. If we don't do this, we can't stop anyone from applying, if they met the qualifications of the law. They could come to the county and invest two hundred dollars and meet the qualifications of the law. There would be nothing we could do about it. If this is going to happen, we want it to be an economical boom to Russell County. By the guidelines we set up if someone wants to invest one hundred fifty million dollars it is not just in a bingo hall, but in a development complex that has other things involved. They would have to have hotels, restaurants, entertainment facility and a lot of other requirements besides bingo. We are not saying it is legal or illegal. If the

District Attorney should decide to challenge this; it will be between them. I have seen what has happened in other counties, when you don't do anything.

It becomes uncontrollable and they can't stop it. We would to have some rules in place, so if someone does apply and starts business, it will be something that will employ people of Russell County and pay taxes in Russell County and also help charities in Russell County.

Commissioner Epps stated: I want to emphasize what has already been said. One thing, this is not going to be in Phenix City, it will be in the County, outside the limits of Phenix City. The next thing, I went through a county week before last, which had a lot of little trailers set up with bingo and talking with some of their Commissioners. Apparently no one had read the law and explained it to them. They had the right to set the rules and regulations as to who and what was coming in and how it would be operated. So these bingo trailers are now all over their county and there is no benefit except to the owner. We as Commissioners have been talking to our Attorney and others about this. We do not want to go back to the 50's or create crime in our county. The County as a whole needs to have rules and regulations in place because they can come into this county as they have in others. The next thing we need to look at is: It's not just bingo; there will be others things, as has been mentioned. Jobs for our citizens, not in Houston County, but here in Russell County. Jobs that provide health insurance which is very important to everyone. Also the revenue that these businesses will provide will help Russell County. We can continue to grow, repair roads and do other badly needed things for the County. I'm not a gambler. I do not play the lottery, that's not me, but no matter where you go someone is going to do it. They will go across the river or to Mississippi or wherever. I feel if we have the opportunity to bring jobs, to have economic development, recreation, hotels, convention centers come to Russell County; this county will grow and not by taxing citizens but by economic development.

Commissioner Upshaw stated: The gentleman that presented this package to us, the bottom line was about economic development and bingo was just a part of the package, not the main focus of the large development.

Chairman Cox requested a motion to accept the recommendation of the County Attorney. Commissioner Robinson made a motion and was seconded by Commissioner Epps.

Commissioner Martin questioned if bingo would be held on Sunday as it states in the Houston County Resolution. I'm a Christian and this goes against my principles, operating on Sunday. Also, will this affect the American Legion?

Mr. Funderburk replied; it shouldn't have any effect. All the net profits will come to a charitable 501C setup by the County Commission and all that goes to charity. The County Commission through the board will control the 501C and what charities will receive the money. This is a draft; the hours of operation can be changed for these facilities or anything else the Commission wishes to change.

Commissioner Epps stated she reviewed the draft and found things she would like to see changed.

Mr. Funderburk explained: You can put rules and regulations in place and if you are negotiating with a company, you can change it by resolution or amendments. It's not like passing a statue; this is a resolution. After a little time you may find other things you need to change.

Commissioner Lee stated: I would like to address some questions that been asked about Class A bingo that is going on now. In my opinion, charities that are on record and have been approved by the Sheriff now are also able to apply to the 501-3C and receive benefits from these funds. If they come to this board that is created to disburse the monies to the charities and make their case that the

revenue of that particular charity has lessened because of larger operations; we should be able to include funds to be paid out of the 501-3C. I think the board will see it the same way too. We don't intend any of those charities to lose out.

Commissioner Dudley stated: In reference to the guidelines that we are discussing, we have two items. First thing, bingo is a business and we already have charitable bingo in this county. One of the fire departments, certain clubs, and church groups are now operating. I have had numerous people contact me, concerning their thoughts on bingo. I am not against business and there are many types of entrepreneurs. As I was coming into the courthouse today, the DA talked to me about the letter he had sent. I'm not against bingo, but when we make decisions like this we need to put a lot of thought into it. These decisions should not be made so quickly. I talked about this issue with Sheriff Boswell. He stated he could not give an opinion one way or the other. He needed more details to be fair to me and to the Sheriff's Department. I do believe we need to set rules and regulations but let's look into this further and go into greater detail. Then we can feel good about what we are doing; let your conscience be your guide. I think we should be fair to everybody.

Commissioner Robinson said: The issue here is not this document; I believe our attorney has done a fine job of putting this document together and presenting the law to the Commission. Other officials and attorneys have reviewed the same law and resolution too. The People of Russell County have already voted in favor of bingo, promoted by previous Commissioners. I believe a committee needs to be formed, to bring together these two issues raised between the Attorney General and the District Attorney. That really seems to be the issue is their opinions on whether or not bingo is legal. There needs to be some type of compromise so if there's something that needs to be changed that offends his interpretation of the law and does not disturb the process of economic growth. That's where the issue lies. Russell County stands to gain up to 2000 jobs in our county within 15 to 20 months. Our County needs those 2000 jobs. We will be doing a disservice to the people of Russell County to ignore such a great opportunity and economic development opportunity.

Commissioner Lee stated: From what I understand today the action that we take will be the beginning of the process to settle this dispute between the Attorney General and the District Attorney. Until somebody takes an action to challenge, then you only have opinions. Whatever position the County Commission has taken and then if the District Attorney wants to challenge it, then he can. It will be done in court and it will be settled right or wrong.

The County Attorney, Kenneth Funderburk, stated: Actually that is the process. We pass regulations and someone applies. In fact, we have a company here today that would like to present a plan. We set rules and regulations consistent with the law and someone comes in to get a license. The District Attorney can then challenge them in court. Anyone who is going to invest that much money I'm sure will be willing to go to court for a ruling. Then our court or the Supreme Court will issue a judgment indicating yes this is or is not bingo.

Commissioner Lee is correct this is a step in the process of getting that issue resolved.

Commissioner Martin asked Mr. Funderburk: Is it true bingo is legal in Alabama.

Mr. Funderburk answered only in the County's that passed this Constitutional Amendment. It is not state-wide, but it is legal in Russell County.

Chairman Cox stated: In 1996 the residents and Russell County voted to allow bingo in their County. We have an opportunity now to sit on our hands and do nothing and take what is thrown at us and have a lot little places open up and put slot machines in just as it was the 50s. Anyone could go in and play it did not matter even how old you were, there were no regulations. We are not trying to

determine whether it is legal or illegal, tell the District Attorney, the Attorney General or the Sheriff what to do or who's opinion is right or wrong. We are trying to set perimeters so the citizens of Russell County will get more bang for the buck, if and when an economic development opportunity arises.

Chairman Cox stated Commissioner Lee has already made a motion; please call the roll. District 1(Lee) voted ,yes; District 2(Cox) voted, yes; District 3(Martin) voted, yes with the stipulation I would like to change the Sunday operation; District 4(Robinson) voted, yes; District 5(Epps) voted, yes; District 6(Dudley) voted, no; District 7(Upshaw) voted, yes. The motion passed.

The County Attorney, Kenneth Funderburk, stated: There is a company here today that does want today. JW Brannen is more familiar with the plans of this company and he will explain what they are requesting.

Mr. Brannen stated Gilley Properties are here to discuss and promote an offer of economic development for Russell County in the amount of \$150 million. Chuck Taylor, Richard Shaylander and Jerry Massey, will come forward and speak to you the contract that were distributed for your review.

Mr. Massey, who represents Chattahoochee Entertainment, stated the Chattahoochee Entertainment, is a properly formed LLC; also I represent Ronnie Gilley Entertainment. We are envisioning this as a complete 50-50 partnership in terms of a cooperative effort, in terms of the planning potentially for any project being located in your County as well as citizen input. I just want to highlight what our company is interested in doing and not necessarily dealing with the issues surrounding opinions.

Let me correct a couple of things that have been brought up here today. Ronnie Gilley Entertainment has in fact completed what was known as Bama Jam in June 2008. 118,000 patrons came through the gates in Coffee County. It was the largest three-day tax event in the history of Coffee County. It also was named by the State Department of Tourism as the tourism event of the year for Alabama. A first-year music Festival outpaced The Country Association event that was going on the same day in Tennessee with an established music industry community. That speaks volumes to the enthusiasm that we bring to our projects and that we anticipate bringing here as well. Yesterday our company was proud to break ground in Houston County as many of you may know as Country Crossing. It's a resort destination that will have a country music theme throughout the entire project. It will be family oriented. There were over 2000 individuals who attended that groundbreaking; nearly 9 miles south of the Dothan Circle in a rural area on a Monday afternoon. I think that speaks volumes to the dire interest that is in many of our communities particularly to the down time we are having in the economy. When times getting tough, people resort to sports and entertainment and that has been proven to be a very solid model across this nation for many years. I would like to tell you what we anticipate bringing to this project; at least a minimum commitment of \$150 million invested in the project, multiple venues throughout that project, anticipated tax revenue that will exceed well over \$100 billion over a very short period of time, jobs that will exceed over 2000 here in the Russell County. There has been a lot of discussion about what those components will involve; hotels, retail and restaurants. One of the aspects that we anticipate bringing to this project, which would certainly be little different, is a sports theme throughout the project. The facilities will be first rate, first of the kind. You as a community will be able to bid on projects such as top notch tournaments, exhibition games; spring-training, etc. We anticipate sitting down with you the Commission, working through your interests as a community. Our brand is certainly something that we would like to bring as a discussion point, but also, we would like to have your input to modify that and make it reflect and feel as if Russell County had just as much involvement as we did. That is the only way this project will be successful. Charities will absolutely see revenue of \$2 million annually, which will go for the purposes of those charities spending those funds as

they see fit. Very conservatively we anticipate that amount being north of \$10 million a year.

With your support, excitement and you helping us bring this project we will generate the type of traffic to do exactly that. The key component of this project is generating foot traffic to all of the venues, which will generate tax revenue for you.

Mr. Funderburk stated: This group or any group that comes requesting a license will come to the County Commission and work up a development agreement. The agreement will state what their plans are, what the phases of completion are and even the hours of operation will also be included. The agreement before you also basically guarantees \$2 million a year going into a 501C.

Jerry Massey stated: As far as the agreement itself, there is a commitment of an upfront investment of twenty million dollars (\$20 million) to move forward with Phase I of the project; which after discussions with the Commission to determine site location and all the components that will occur in each phase of the plan. There will be a hotel, several retail stores, restaurants and other amenities. We want to inject a family element into the first phase; with the Sports Complex. We want to find what the immediate needs are in the community and how they will mix with our long term goal.

Mr. Funderburk stated: An LLC is not like a regular corporation, it does not record with the Secretary of State where you can call to check if a company is qualified to do business. It is not that easily checked. An LLC is recorded in the County it was formed and you are able check it in that county. There are a lot of details and the Commission will have to decide how far they would be able to go with this proposal today. I assume this company is ready work out a proposal with the County.

Mr. Massey stated: Yes to be clear. We are committed to Russell County. We have monitored this county for sometime as a business interest and we are ready to move forward. We understand there is a process here that needs to take place. For us to meet our timeline and deliver on a project like this, we need to expedite an agreement with the understanding that we as a company, nor you as a commission, are going to move forward until there is a clear direction or clarity of the operational status of a facility like this.

Mr. Funderburk asked if they intend to resolve the matter legally, as far as electronic games are bingo or not.

Mr. Massey replied we do expect that issue to be resolved before we move forward. We are pressed and ready to move forward with an agreement with the Commission. An investment of this type of financial level involves a lot of decisions and logistics and things like that had to take place completely aside of that issue.

Mr. Funderburk explained to the Commission: The agreement presented today is not an exclusive agreement with this group. I recommend approving this development agreement or authorizing the Attorney, the County Administrator and the Chairman to work out details and move forward.

Commissioner Lee asked Mr. Funderburk, if the Commission approves this development agreement and the project is stopped because of legal reasons, will we be held liable.

Mr. Funderburk stated: "No" that will be up to them. I don't believe they are going to invest \$150 million until the opinion issue is resolved.

Commissioner Robinson made a motion to move forward with the development agreement and the Attorney, the County Administrator and Commissioner Lee work out the final details of the agreement and bring it back to the Commission for review and/or approval.

Commissioner Upshaw seconds the motion. District 1(Lee) voted, yes; District 2(Cox) voted, yes; District 3(Martin) voted, yes; District 4(Robinson) voted, yes; District 5(Epps) voted, yes; District 6(Dudley) voted, no; District 7(Upshaw) voted, yes. The motion carried.

Mr. Funderburk recommends going into executive session on an employee contract. A motion was made by Commissioner Robinson to move into an executive session and was seconded by Commissioner Upshaw. Vote was unanimous to enter into executive session. Commissioner Cox asked the County Administrator to attend.

Chairman Cox reconvenes the meeting.

County Administrator Horne noted for the record that Commissioner Martin left during executive session.

Mr. Funderburk recommended extending the contract of LeAnn Horne, County Administrator, for an additional 12 months. Commissioner Epps motioned to approve the recommendation of the County Attorney extending the County Administrator's current contract. Commissioners Robinson and Upshaw seconded the motion. Roll call: District 1(Lee) voted, yes; District 2(Cox) voted, yes; District 3(Martin) not present; District 4(Robinson) voted, yes; District 5(Epps) voted, yes; District 6(Dudley) voted, yes; District 7(Upshaw) voted, yes. The motion carried by unanimous vote of commissioners present to extend the current contract an additional 12 months through December 31, 2010.

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated October 28, 2008 is entered into by and between Russell County (the "Employer"), an Alabama governmental entity and LeAnn Horne ("Employee") as approved by a vote of the Russell County Commission on October 28, 2008 as part of a settlement.

Whereas, the Employer desires to continue to utilize the services of Employee as the Russell County Administrator, subject to the terms and conditions set forth herein;

Whereas, Employee began working for the Employer or about January 3, 1999 as Russell County Administrator;

Whereas, the current employment contract for Employee will expire on December 31, 2009.

Now Therefore, in consideration of the mutual covenants and promises contained here in and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment Term.** The Employer hereby agrees to employ the Employee and the Employee hereby accepts such employment upon the terms set forth in this Agreement. The Employer shall employ Employee for a new term of two years beginning on October 28th, 2008 through December 31, 2010; by unanimous vote of the Commission in an official meeting of Oct. 28, 2008.
2. **Duties: Devotion and Time.** During the Employment Period, Employee shall serve as the County Administrator for Russell County, Alabama. Employee hereby accepts such position and agrees to undertake the duties and responsibilities inherent in this position. Employee shall devote One Hundred Percent (100) of her business time, attention, and energies to the interests and objective of the Employer during the employment Period, and shall at all times abide by the applicable policies of the Employer as well as the applicable State and Federal statutes. The duties of the Employee shall include but not be limited to: Supervising employees in the Commission office and other designated offices;

overseeing accounting and bookkeeping of County revenues; and all additional duties commonly discharged by the Russell County Administrator.

3. **Compensation.** (a) **Salary.** During the Employment Period, the Employer shall pay the Employee a minimum annual base of seventy five thousand two hundred eighty eight (\$75,288.00) U.S. Dollars, payable in accordance with the Employer's payroll practices.
4. In addition, the Employee shall be entitled to annual cost of living raises equal to the percentage pay increase rate set by the Commission during the annual budget process for other Russell County department heads. **(B) Benefits.** The Employee shall be accorded the same employment benefits (including but not limited to health insurance, holidays, sick leave, and vacation time, vehicle privileges) that the County provides to other Russell County Department Heads.
5. **Termination.** The Employer may terminate this Agreement and/or the Employee during the period of this contract for gross negligence. "Gross negligence" shall be defined as grossly negligent malfeasance of Employee to perform her duties which results in a significant financial loss to Russell County or work-related conduct that violates the criminal laws of the State of Alabama and /or Federal Law with a guilty finding for said violated statute by the appropriate court. In the event Employee is terminated for cause, the Employer shall pay Employee the compensation and benefits otherwise payable to her pursuant to Section 3; following her last day of employment for an 18 month period in weekly installments or in one lump sum minus normally withheld payroll taxes. The Employer understands that Employee is 3 months more or less from vesting in her retirement and that Employee will be greatly harmed financially if she is not allowed to continue to work until after she invests in her retirement. In the event that Employer breaches this Agreement by terminating the Employee without cause as defined above, the Employer agrees to provide Employee with the *greater* of these two options: (a) pay employee salary as defined above for the remaining term of the Agreement and provide health insurance for the remaining term of this agreement; of (b) pay employee salary as defined above for two year and provide health benefits to Employee for two years. The manner of payment (i.e., weekly or lump sum) is in the Employee's discretion. This Agreement may be terminated at any time by Employee by giving sixty (60) days written notice of said termination to the Employer.
6. **Miscellaneous Provisions.**
 - 6.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
 - 6.2 **Amendment.** This Agreement may be amended or modified only by written instrument executed and agreed to by both the Employer and the Employee.
 - 6.3 **Governing Law.** This Agreement shall be constructed, interpreted and enforced in accordance with the laws of the State of Alabama, without application of its conflict of law provision.
 - 6.4 **Successors and Assigns.** This agreement shall be binding upon and insure to the benefit of both parties and their respective successors and assigns, including any corporation with which or into which the Employer may be merged or which may succeed to its assets or business, provided, however, that the obligations of Employee in this Agreement are personal to her and may not be assigned.
 - 6.5 **Third Party Benefits.** No provisions of the Agreement is intended nor will be interpreted, to provide or to create any third party beneficiary

rights or other rights of any kind to any third party or other entity unless specifically provided otherwise herein.

6.6 No Waiver. No delay or omission by the Employer in exercising any right under this Agreement shall operate as waiver of that or any right. A waiver or consent given by the Employer on any occasion shall be effective only in that instance and shall not be construed as a bar or waiver on any other occasion.

6.7 Attorney's Fees. In the event that litigation ensues between the parties respecting this Agreement, the prevailing party shall be entitled to recover its cost of litigation, including reasonable attorney's fees, from the non-prevailing party.

6.8 Severability. If any provision of this Agreement, or application thereof to any situation or circumstances, shall be invalid or unenforceable, the remainder of this Agreement or application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected; and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing any such legally invalid provisions with valid provisions which, in effect, will from an economic viewpoint, most nearly and fairly approach the effect of the invalid provision and the intent of the parties with respect to this Agreement.

6.9 Survival. The provisions contained in Sections 3, 4 and 5 herein shall survive the termination of this Agreement.

County Administrator, LeAnn Horne thanked the Commissioners. She stated that she has enjoyed working with the Commission, other elected officials and department heads. Also, she appreciates each and every vote of confidence. She stated: She looks forward to the next two years. We have many county projects underway and I look forward to working on them with you seeing them through to completion.

Commissioner Lee motioned to adjourned.

The meeting was adjourned.

October 2008					
General Fund 001					
16428	10-02-08	Phenix Girard Bank Russell County Payroll Salary 09/20/08 to 10/03/08			\$260,264.11
16429	10-03-08	Charles Rittenhouse	44741	000	\$3,500.00
16430	10-06-08	Postmaster	51920	252	\$324.00
16431	10-16-08	Operations Fund Regions Bank	0-3020		\$198,180.82
16432	10-16-08	Phenix Girard Bank Russell County Payroll Salary 10/04/08 to 10/17/08			\$221,163.25
16433	10-22-08	Wachovia Bank N.A.	62100	006	\$37,752.92
16434	10-28-08	Operations Fund Regions Bank	21101		\$4,010.34
16435	10-30-08	Charles Rittenhouse	44741	810	\$3,500.00
16436	10-30-08	Phenix-Girard Bank Russell County Payroll Salary 10/18/08 to 10-31-08			\$216,456.30

16437	10-31-08	Phenix-Girard Bank Russell County Payroll Retirees' Heath			\$8,220.00
Gas Tax Fund 111					
12661	10-2-08	Phenix Girard-Bank Russell County Payroll Salary 9/20/08 to 10/03/08			\$71,300.84
12662	10-16-08	Operations Fund Regions Bank	0-3020		\$37,612.52
12663	10-16-08	Phenix Girard Bank Russell County Payroll Salary 10/04/08 to 10/17/08			\$58,730.78
12664	10-28-08	Operations Fund Regions Bank	21101		\$33,084.67
12665	10-30-08	Phenix Girard Bank Russell County Payroll Salary 10/18/08 to 10/31/08			\$61,080.90
12666	10-31-08	Phenix-Girard Bank Russell County Payroll	53100 122		\$6,049.00
Road and Bridge Fund 112					
628	10-02-08	Dept. of Industrial Relations Unemployment Compensation Agency	51100 126		\$836.20
629	10-16-08	Operations Fund Regions Bank	0-3020		\$381,745.61
630	10-28-08	Operations Fund Regions Bank	21101		\$7,350.00
Capital Improvements Fund 116					
176	10-28-08	Operations Fund Regions Bank	21101		\$60.00
RRR Gasoline Fund 117					
1009	10-16-08	VOID			VOID
1010	10-16-08	Operations Fund Regions Bank	0-3020		\$45,382.83
1011	10-28-08	Operations Fund Regions Fund	21101		\$53,170.03
Reappraisal Fund 120					
1530	10-02-08	Phenix-Girard Bank Russell County Payroll Salary 09/20/08 to 10/03/08			\$24,466.81
1531	10-16-08	Operations Fund Regions Fund	0-3020		\$14,895.75
1532	10-16-08	Phenix-Girard Bank Russell County Payroll 10/04/08 to 10/17/08			\$20,452.96
1533	10-28-08	Operations Fund Regions Bank	21101		\$75.44
1534	10-30-08	Phenix-Girard Bank Russell County Pay roll Salary 10/18/08 to 10/31/08			\$20,743.65
1535	10-31-08	Phenix-Girard Bank Russell County Payroll Account	51985-122		\$997.00

Emergency Shelter Grant

		193			
133	10-24-08	Lee/Russell Council of Governments	56900	199	\$388.88
134	10-24-08	House of Restorations	56900	199	\$8,225.58
		Pistol Permit Fund 740			
1293	10-17-08	Backroads R.V. Center, Inc	52100	499	\$59.89
1294	10-17-08	The Exchange Club of Phenix City	52100	499	\$100.00
1295	10-17-08	NENA	52100	499	\$120.00
1296	10-24-08	Mike & Ed's Bar-B-Q	52100	499	\$90.72
		Law Library Fund 755			
536	10-22-08	West Publishing	51100	410	\$2,056.35
537	10-22-08	Lexis Nexis	51100	410	\$825.00
538	10-22-08	Lexis Nexis Matthew Bender	51100	410	\$159.55
		Worthless Check Fund 761			
385	10-03-08	Worthless Check Unit Office of District Attorney			\$6,517.08
		51260 265	\$2,280.98		
		51260 362	\$4,236.10		
		Probate Judge Fee Fund 783			
0557	10-06-08	Dell Marketing	51300	211	\$119.99
0558	10-06-08	Office Depot	51300	211	\$244.40
		Land Redemption Fund 786			
616	10-03-08	Jimmy Nicholson	21100	000	\$2,151.06
		County Tobacco Tax Fund 797			
498	10-24-08	Phenix City/ Russell County Council For Neglected and Abused Children	21100	000	\$612.05
499	10-24-08	Russell County Volunteer Fire Dept. Association	21100	000	\$23,257.91
500	10-24-08	Task Force for Senior Citizens	21100	000	\$612.05
		County Beer Tax Fund 798			
0538	10-24-08	Phenix-Girard Bank (General Fund)	21100	000	\$2,191.59
0539	10-24-08	Phenix-Girard Band (General Fund)	21100	000	\$11,644.66
0540	10-24-08	Russell County Fire Committee Special Account	21100	000	\$11,664.66
0541	10-24-08	Russell County Board of Education	21100	000	\$23,329.24

