

Leon County Educational Facilities Authority

Special Meeting

September 28, 2018

Revised November 29, 2018.

Members Present: Bill Hilaman, Rick Givens, Dennis Bailey, Tom Proctor, Ramsay Sims, Anthony Miller

Also, Special Counsel for Sig Ep case, Kris Dunn, Michael Kramer and Bob Kellam, Executive Director.

Discussion was held concerning the Mediation session on the previous Tuesday concerning the Sigma Phi Epsilon lawsuit versus the Authority. They were seeking the return of their \$235,000 donation for Lot 8 at Heritage Grove. The Mediation session had been quite contentious.

Discussion centered around the likelihood that the judge would grant a summary judgement. Kris Dunn had already filed the motion for a summary judgement, but it was previously decided to go to Mediation and then decide what to do after that.

At the Mediation, the Sig Eps would only compromise down to \$125,000 and our Mediators said they would have to go back to the Board as they had only previously authorized \$10,000. Because our case could have been perceived as complicated to a jury, it was decided that the Authority did not want to take a chance on a jury trial.

Motion: To offer the Sig Eps \$125,000 to settle. Motion by Ramsay Sims, seconded by Anthony Miller. After discussion, the Authority voted six against and 0 in favor, so the motion failed.

Motion: To offer the Sig Eps \$100,000 to settle. Motion by Ramsay Sims, seconded by Anthony Miller. The vote was 4-2 in favor of the motion.

Kris Dunn was to draw up the offer and present it the plaintiff.

A “Consulting Services Agreement” was presented to the Board. The “Agreement” calls for an initial three-month term starting October 1, 2018 and continuing until December 31, 2018, Consultant shall serve concurrently with current Executive Director. On January 1, 2019, and thereafter, unless Agreement is otherwise modified or terminated, Consultant shall serve as Executive Director for a term of six (6) months. This agreement will automatically renew for additional six (6) month term until either party provides written termination notice at least thirty (30) days prior to the end of the then current term. The salary will be \$3500 per month for the first three month term. Thereafter, the salary will be \$6,000 per month.

A motion to accept and approve the Agreement was made by Bill Hilaman, seconded by Dennis Bailey. Motion passed unanimously.

The complaint filed with the County was briefly discussed. Since the General Manager, against whom the complaint was filed, is an employee of Southgate’s management company, Asset Campus Housing, the case was passed on to their Human Relations Department. In his cover letter to ACH, the Executive Director informed them that since the GM is a member of the U.S. Army Reserve and was, at that time, on temporary active duty, his employment with ACH would fall under the laws, rules and policies of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The Authority expects ACH to closely adhere to the requirements of that Act when dealing with the General Manager.

Motion to Adjourn by Dennis Bailey, seconded by Rick Givens, passed unanimously.