

MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. SESSION, JUNE 24, 2024

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, June 24, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. No Elected Officials were in attendance. News media in attendance: The Observer reporter Hannah Goldfinger.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims and a procurement card transactions listing. A copy of the June 24, 2024 Minutes were emailed earlier and copies were placed on each Commissioner's desk. Also, first reading of Vertrina Grubbs to the East Alabama Health Care Authority was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as provided. The motion carried unanimously.

The second reading of Drs. John Abrams and Michael B. Williams to the East Alabama Health Care Authority Board was made. Commissioner Morris made a motion, seconded by Commissioner Cannon, to authorize the following Resolution to appoint the following to the East Alabama Health Care Authority Board. Dr. Abrams replaces Dr. Joel Pittard and Dr. Williams replaces Larry Fillmer. The two are no longer eligible to renew their positions at the end of their terms. The motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby appoints Dr. John Abrams to fill position C-3, and Dr. Michael B. Williams to fill position C-1 on the East Alabama Health Care Authority Board. Drs. Abrams and Williams will each serve a six-year term from September 30, 2024 to September 30, 2030.

The second reading of Mary Henry and Opelika Police Chief Shane Healey to the Lee County Emergency Communications (E911) Board was made. Commissioner Cannon made a motion, seconded by Commissioner Long, to authorize the following Resolution to reappoint Mary Henry and appoint Shane Healey to the Lee County Communications District (E911) Board. The motion carried unanimously. Chief Healey replaces former Opelika Assistant Police Chief Robert "Bob" Holley.

BE IT RESOLVED, the Lee County Commission hereby reappoints Mary Henry and appoints Chief Shane Healey to the Lee County Emergency Communications District (E911) Board to each serve a four-year term beginning July 24, 2024 to July 24, 2028.

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Under new business, Richard Lang appeared before the Commission concerning The Lakes Subdivision. Judge English asked a show of hands how many in the audience were in attendance on the matter and eight individuals raised their hand. Mr. Lang said the subdivision consists of homeowners and renters, many of whom are military, military retired, police officers, teachers, stay at-home moms and children. Mr. Lang said he is concerned since they all pay taxes in Lee County for their homes and vehicles. Mr. Lang said the roads are filled with numerous potholes, which causes their vehicles to be in constant disrepair. Mr. Lang said the roads in the subdivision have not been paved since around 2006, the storm drain is failing causing erosion on people's property, and sewer lines are exposed due to the erosion. Mr. Lang displayed pictures of the erosion of standing water and exposed pipes in several homeowners' yards. Mr. Lang is concerned about the safety of all the residents living in the area but especially concerned about families who cannot let their children play in their own yards. Mr. Lang said he understands there has been discussion between Lee County and the City of Phenix City about the issue, but he has a hard time believing between the two they can not decide who is responsible for the problem. Mr. Lang said it has changed hands between the county and city by annexation. Also, he said discussion has been held between the county and the city, saying they have not asked for the homeowners' participation. Mr. Lang continued to question that no one is willing to stand up for those citizens paying their taxes. Mr. Lang questioned who is responsible for the issue that has been covered up saying at some point sewage lines will begin to fail, and asked who will be responsible when that happens. Further, Mr. Lang said his property is being devalued due to these issues, stating no disclosure from the realtor, the county or the city. Mr. Lang said there are safety issues involved in the situation. Further, Mr. Lang said they should have proper storm drainage, saying he understands it is not the Commission's fault, but the issue should be resolved now. Judge English said that Mr. Lang questioned disclosure. Judge English said the plat and homeowner documents, which are on public record, are the public disclosure, and should have been found in title searches when he purchased the house. Judge English said the developer is responsible for the road until it could have been eligible for county maintenance, however the developer did not follow certain criteria for it to be taken over by the county, and this is not and has never been a county road. Judge English said this developer did not build the road to county specifications, and the county has not been asked to maintain it. Further, Judge English explained tax dollars cannot be used on private property. Mr. Lang said they have a county road sign on the road. Judge English questioned whether the sign is blue or green. Mr. Lang said the color of a road sign should not matter. Judge English said the road signs are for emergency vehicle access. Mr. Lang said the roads are not our issue, it is the drainage issue. Mr. Lang asked to have a conversation to address the problem with the citizens, saying he wants a safe place to live. Judge English said there have been meetings but no workable solution. Commissioner Long questioned if Mr. Lang had been to a Phenix City Council meeting. Mr. Lang said he has not. Mr. Lang said sewage and water go through two different systems, with two different responsible parties. Judge English said the city is responsible for sewage and questioned Mr. Hardee on the drainage issue. County Engineer Justin Hardee said the county is responsible for cross drains on rights-of-way if they pose a danger to the traveling public, but that the County does not maintain easements, we only maintain the county rights-of-way. Mr. Lang said he has a 5 ft. drainage easement. Judge

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English questioned Mr. Lang who is responsible for an easement. Mr. Lang said that the road and homes were accepted. Judge English said a road acceptance is done by a process and suggested Mr. Lang attend a city council meeting. Commissioner Cannon asked Mr. Hardee about working with the City of Phenix City. Mr. Hardee said he had been working with Phenix City about the dam on Lee Rd 500. Mr. Hardee said the subdivision was built in multiple phases acceptable to the Lee County Subdivision Regulations in place at that time, and developers could do that. If the developer wanted the county to accept the road, they must comply with those regulations. Mr. Hardee said by state law if both sides of the road are annexed, it would become the responsibility of the city. Judge English said the county has no say when the property is annexed and questioned Mr. Lang if he annexed his property. Mr. Lang said his lot was in Phenix City and questioned if the homeowners need to go after the developer. Judge English questioned who the developer was. Commissioner Long said Bubba Gross owns the property, but said he was not the developer. Mr. Lang said the adjoining property is under Columbus Development Inc. Again, Mr. Lang questioned where they go from here. Judge English said he does not have the answer, but it may take litigation. Mr. Lang said he does not want to go that route, saying he does not want to sue the county.

Next, Tyler Hogan said he purchased his home last year saying it was built in 2014. Mr. Hogan said it is in the city limits of Phenix City. Mr. Hogan said he would encourage the city and county to continue meeting on the issue and to invite the residents of the Lakes Subdivision to attend the discussions. Further, Mr. Hogan asked for the two issues to be fixed, which are the roads and the drainage issue. No action was taken by the Commission.

Next, in the absence of Commissioner LaGrand, Commissioner Langley said he and other Commissioners were contacted by several employees asking to be granted an additional day for the upcoming holiday since July 4 falls on a Thursday. Commissioner Long stated that former Commissioner Johnny Lawrence spear-headed giving the employees two days, since the holiday falls on a Thursday about every 4-5 years. Commissioner Langley made a motion, seconded by Commissioner Cannon to grant Friday, July 5, 2024 as a holiday to all eligible county employees. The motion carried unanimously.

Sheriff Jones presented an educational reimbursement request from Deputy Hayden Greenlee. Sheriff Jones said the two courses meet his current job requirements, they are: CMJ 3309-Constitutional Law and CMJ4301-Police and Community Relations. Sheriff Jones said the funds are budgeted. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the educational reimbursement request as presented. The motion carried unanimously.

Next, Revenue Commissioner Oline Price asked the Commission to consider allowing her to hire a temporary, part-time intern to assist in filing and to document recording, noting she has utilized interns in the past. Mrs. Price said the additional filing is from her recent audit, which

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covered the last six years, and from the new computer system. Mrs. Price said her staff is busy doing their regular duties and are unable to do additional filing. Commissioner Cannon questioned where this person would be working. Mrs. Price said for now the person would be at the Courthouse and may spend some of their time at the Auburn satellite since some of the records are stored there. Judge English questioned if the personnel policy manual has a time limitation on temporary employees. Mrs. Price answered in the affirmative. Further, Mrs. Price said she does not need a temporary employee from a temporary agency. Commissioner Cannon made a motion, seconded by Commissioner Long, to authorize Mrs. Price to hire a temporary, part-time intern for filing and other assigned duties. The motion carried unanimously.

County Engineer Justin Hardee said the new Highway Facility is almost complete and is requesting that the Commission authorize his request for furnishings for the new Engineering Facility and for other equipment needs. Mr. Hardee said these requested items were not included in the bid to potentially avoid higher administrative fees. Mr. Hardee said the first request is for a set of equipment lifts that will be used in the Maintenance Shop for the repair of equipment and vehicles. The first is a four (4) post lift capable of raising 40,000 pounds for large trucks and equipment. The second is a two (2) post lift that can raise 12,000 pounds for smaller trucks and vehicles. The contract does provide for the connection of electricity and hydraulics if needed and the testing to ensure proper operation. The items can be purchased through a cooperative approved by the State Examiners. The cost for both lifts is \$46,048.00. The second request is for a high-powered, heated pressure washer for cleaning heavy equipment for repairs and maintenance when needed. A washout bay has been constructed with a sloping floor to catch the dirty water and a filtration system to clean it before releasing it from the site. After research of quality pressure washers of this capacity, one has been found for \$4,830.00 which can be purchased from a local vendor. The third request is for a total of nine (9) television monitors and associated mounting hardware for all the conference rooms, lobbies and training rooms for the facility. Mr. Hardee said after speaking with the IT Department, quality equipment can be purchased for approximately \$11,000.00.

Last, Mr. Hardee asked the Commission to consider allowing the purchase of new furniture for the facility. Mr. Hardee said the current furniture is fourteen (14) years old and he has been advised not to move laminated furniture to the new location, since the furniture could still be utilized at its current location. Mr. Hardee said the furniture is available under State contract from a local vendor. Mr. Hardee said the furniture consists of 56 workstations, in three different buildings, four conference rooms, and a training room. Mr. Hardee provided an estimate of \$260,420.73 for mid-grade furniture and a quote for low-grade furniture of \$222,051.86 from Alabama Office Supply along with a recommended 15% contingency allowance. Commissioner Cannon questioned if the higher price furniture is worth spending \$40,000 more. Mr. Hardee said Wake Asbury of Alabama Office Supply is in attendance to address any questions on the furniture. Mr. Asbury said that the only difference between the grades is in the quality, saying the more expensive furniture is thermo-fused, which is a high-pressure laminate which is a better value and lasts longer, otherwise he said both are functional. Mr. Hardee said the furniture is for

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four (4) departments with over 100 employees, in three (3) different buildings. Mr. Hardee said the request is to reallocate existing funds from the budget of the engineering department (Highway, Environmental Services, Building Inspections and Parks) that was originally for staff positions that have gone unfilled to date, which will more than cover the entire costs, including contingencies, for the items discussed.

Commissioner Long made a motion, seconded by Commissioner Cannon, to approve the budget reallocation of \$361,361.84 for new furnishings with a 15% contingency allowance, two equipment lifts, a high-powered heated pressure washer and television monitors along with associated mounting hardware as presented. The motion carried unanimously.

Next, Mr. Hardee presented final plat approval for the redivision of Lot 2 in Rocky Ridge Subdivision located in District 4. Mr. Hardee said it is one lot being divided into three with no new infrastructure. Mr. Hardee said the subdivision has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee said the subdivision is located adjacent to Lee Road 183 and Lee Road 947. Mr. Hardee said adjacent property owner(s) were notified of the development via letters sent out June 10, 2024, so they may attend and voice their support, opposition, or to obtain more information. Judge English questioned the audience, but no one was in attendance. Commissioner Langley made a motion, seconded by Commissioner Long, to approve the plat for the redivision of Lot 2 in Rocky Ridge Subdivision as presented. The motion carried unanimously.

Chief Administrative Officer Holly Leverette discussed ARPA funded Phase II Broadband Expansion Grants for Commission consideration. IAC Assistant Director Kate Jessip was in attendance. Mrs. Leverette said after the completion and award of Phase I projects earlier this year, Phase II applications were reviewed by SAIN Associates and the IAC. Mrs. Leverette said they continued to look at areas where there is no service, which is the priority set by the Commission. Mrs. Leverette said they looked at four general areas, they are: South Central, Southeast, East Central, and Northeast portions of Lee County. Mrs. Leverette discussed several maps showing the location of the service areas including areas being funded by federal dollars (ADOF). Mrs. Leverette said in the received applications from BEAM and AT&T. Mrs. Leverette said the applications for the Southeast area includes 198 addresses for an additional 39 miles of infrastructure to unserved areas. In the East Central area after evaluating the applications, it appears almost all sections are already being served. So, they combined the Northeast and East Central areas into an East Central area where there are 370 addresses with an additional 29 miles of infrastructure. Mrs. Leverette said the South Central area entails 127 addresses with 24 miles of infrastructure. Commissioner Long questioned Lee Road 330 saying he believes new fiber has recently been installed there. A BEAM Representative said there is a section of Lee Road 330 served by AT&T, where the lines may be crossed to reach unserved areas. Mrs. Leverette said it is only service expansion, not duplication of services. Commissioner Langley questioned the lake area. Mrs. Leverette said that entails the Northeast

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project which shows Charter/Spectrum is already in that area. Mrs. Leverette said following the deadline for applications, two internet service providers submitted projects in each area for a total of eight applications received. Each application was reviewed by a team of county officials and employees, after review, it was unanimously agreed to conditionally recommend awarding the broadband expansion grants to R.M. Greene, Inc. Further, Mrs. Leverette said BEAM is responsible for a match of \$1,275,301.17 for the projects. After discussion, Commissioner Morris made a motion, seconded by Commissioner Langley to conditionally award Phase II Broadband Expansion Grants to R.M. Greene, Inc., dba BEAM, totaling \$2,975,702.73 for projects in unserved and underserved portions of Lee County. The motion carried unanimously.

**RESOLUTION AWARDING LEE COUNTY AMERICAN RESCUE
PLAN ACT (ARPA) FUNDED BROADBAND EXPANSION GRANTS**

WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, following completion of a grant application process for previously identified priority unserved and underserved areas awarded by the County (“Phase I”) the Lee County Commission voted to allocate up to \$3,407,639.00 of ARPA funds for an expansion of broadband fiber optic infrastructure in unserved and underserved portions of the County to be identified by the internet service providers as part of a second phase of applications (“Phase II”), which were subsequently approved, advertised and solicited; and

WHEREAS, following receipt of grant applications and recommendations for approval from a team of County officials and employees, who carefully reviewed and scored each application based upon the objective criteria in the application, the team has recommended that the Lee County Commission award the following expansion grants as follows:

- (1) A broadband expansion grant in the amount of \$722,627.29 to R.M. Greene, Inc., dba BEAM, for the project designated in the submitted application as the “South Central” project; and
- (2) A broadband expansion grant in the amount of \$1,168,459.83 to R.M. Greene, Inc., dba BEAM, for the project designated in the submitted application as the “Southeast” project; and
- (3) A broadband expansion grant in the amount of \$420,098.91 to R.M. Greene, Inc., dba BEAM, for the project designated in the submitted application as the “East Central” project; and
- (4) A broadband expansion grant in the amount of \$663,516.70 to R.M. Greene, Inc., dba BEAM, for the project designated in the submitted application as the “Northeast” project.

WHEREAS, upon review and agreement of the recommendation from the evaluation team, the Lee County Commission wishes to proceed with the above-referenced grant projects and further finds these projects to be a reasonable, necessary, and eligible use of the county’s ARPA funds.

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NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY as follows:

1. The County hereby conditionally awards and allocates up to \$2,975,702.73 of funds to support the broadband expansion grant projects for the South Central, Southeast, East Central, and Northeast projects to R.M. Greene, Inc., dba BEAM.
2. The County is hereby directed to negotiate with R.M. Greene, Inc., dba BEAM, to establish one or more subrecipient agreements covering the above-listed projects consistent with this resolution and the terms and conditions of the County's ARPA award.
3. The Chairman is hereby delegated to enter into a subrecipient agreement(s) with R.M. Greene, Inc., dba BEAM, if the agreement(s) is consistent with this resolution and if, in his discretions, the terms and conditions are in the best interest of the County.
4. Upon execution of the subrecipient agreement(s), the Chairman is hereby authorized to expend ARPA funds for costs of the projects in accordance with the terms of this Resolution and the subrecipient agreement(s).
5. Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the projects that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the June 24, 2024, meeting of the Lee County Commission.

Environmental Services Director John McDonald presented a request for renewal of the animal control agreement with Animal Health Care and Opelika Animal Hospital on the same terms. Mr. McDonald said it is a one-year renewal from October 1, 2024 until September 30, 2025. Mr. McDonald said this is the final renewal allowed under the contract. Commissioner Cannon made a motion, seconded by Commissioner Morris to authorize Judge English to sign the one-year renewal agreement for animal control services with Animal Health Care and Opelika Animal Hospital on the same terms as presented. The motion carried unanimously.

RENEWAL OF AGREEMENT FOR ANIMAL CONTROL SERVICES

This Extension to that certain Agreement for Animal Control Services is made as of this 24th day of June 2024 effective as of October 1, 2024 (the "Effective Date") by and between the Lee County Commission hereinafter referred to as the First Party; and Bruce Enterprises, Inc. and Opelika Animal Hospital, LLC, hereinafter referred to as the Second Party; and the same witnesseth:

WITNESSETH:

WHEREAS, pursuant to a Request for Proposals issued by the First Party in 2022, the Second Party was awarded, and the parties entered into that certain Agreement for Animal Control Services effective as of October 1, 2022. The term of the Agreement was until September 30, 2023.

WHEREAS, in accordance with the terms and provisions of the Agreement and applicable law, the First Party has duly notified the Second Party of its desire to renew on the

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same terms for a second subsequent year beginning October 1, 2024 and continuing until September 30, 2025.

WHEREAS, the Second Party has agreed to such renewal of the term of the Agreement and First Party has taken all action necessary pursuant to applicable law or otherwise to authorize such renewal of the term of the Agreement and execute and deliver this Extension.

WHEREAS, in connection with such renewal of the term of the Agreement, the parties wish to renew the Agreement on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Section 1. Terms. All Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement

Section 2. Renewal. This renewal shall be deemed to be a renewal to the Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and provisions of this renewal are hereby incorporated into the Agreement as if such terms and provisions were set forth therein in full. Subject to the forgoing and to the terms hereof, First Party and Second Party hereby agree that the Agreement is hereby renewed as follows:

“Notwithstanding anything to the contrary set forth in the Agreement, the parties hereto acknowledge and agree that the term of the agreement shall continue until Sept. 30, 2025.

(i) Effectiveness Recitals. This renewal shall be effective only upon receipt by each of the First Party and the Second Party of at least one fully executed copy of this renewal. Upon the effectiveness of this Renewal, and on and after the date of such effectiveness, each reference in the Agreement to “this Agreement”, this “Contract”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Agreement in any other related document shall mean and be a reference to the Agreement as renewed hereby. The parties agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated into this Renewal by reference.

(ii) Authority. Each party represents and warrants to the other party that this Renewal has been duly and validly authorized, executed and delivered by it, and is a valid and binding agreement enforceable against it accordance with its terms: (ii) the persons executing this Renewal on behalf of the applicable party has been authorized and empowered to do so; (iii) each party has full power and authority to enter into and perform this Renewal in accordance with its terms. The parties acknowledge and agree that this letter agreement shall inure to the benefit of and be enforceable to the parties hereto. The parties signing this Agreement on behalf of the First Party have been authorized to do so by specific action of the First Party adopted this 24th day of June 2024 in open meeting and of record in its official minutes.

(iii) Ratification and Confirmation Generally. Except as specifically amended above, the Agreement shall remain in full force and effect and all of its respective terms and conditions are hereby ratified and confirmed.

(iv) Reaffirmation of Representatives, Covenants, Etc. Each of the parties hereby reaffirms to the other parties each of the representations, warranties, covenants, and agreements set forth in the Agreement with the same force and effect as if each were fully restated herein and made as of the date hereof, except to the extent that any such representative or warranties relate to

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a specific date or period. Each party further affirms, represents and agrees that as of the date hereof, such party has no counterclaims, defenses or offsets whatsoever to the Agreement.

(v) Governing Law. This renewal shall be governed by and construed in accordance with the laws of the State of Alabama.

(vi) Counterparts. This renewal may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(vii) Headings. Section headings in this renewal are included herein for convenience of reference only and shall not constitute a part of this renewal for any other purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed by their duly authorized representatives as of the date first above written.

At approximately 6:45 p.m. Commissioner Cannon made a motion, seconded by Commissioner Langley, to adjourn into a work session on allocation of SSUT and solid waste contracts with Arrow Disposal Services, Inc. (ADSI) and GFL Environmental (GFL). The motion carried unanimously.