



Dale County Commission

Commission Meeting Minutes – September 22, 2020

The Dale County Commission convened in a regular session Tuesday, September 22, 2020. The following members were present: Chairman Mark Blankenship; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary and District; and Four Commissioner Frankie Wilson. Absent: District One Commissioner Chris Carroll.

Chairman Blankenship called the meeting to order at 10:30am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

APPROVED – AGENDA

Commissioner McKinnon made a motion to approve the agenda with the following changes.

- Remove item #2, Mr. Havas addressing the Commission.
- Adding personnel item.
- Adding Ozark-Dale County Family Service Center sublease.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – MEMORANDUM OF WARRANTS

Commissioner Gary made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 87886-87980.
- Payroll Check Numbers: 154705-154706.
- Direct Deposit Check Numbers: 35871-36012.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – SEPTEMBER 8, 2020 MINUTES

Commissioner McKinnon made a motion to approve the Minutes of the Commission Meeting on September 8, 2020.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED - HUNGER ACTION MONTH PROCLAMATION

Commissioner Gary made a motion to approve the month of September as Hunger Action month.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – PERSONNEL

Commissioner Gary made a motion to approve the following:

- Jessie Gore – Jailer – Jail - Temporary Hire - \$10.00/hr.
- Kessler Tharp – Jailer – Jail - Promotion – (from Temp to full-time) – 11.12/hr.
- Angela Marino – Laborer – Road & Bridge - New Hire - \$10.50/hr.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - LONG TERM DETENTION SUBSIDY CONTRACT

Commissioner McKinnon made a motion to approve an AL Department of Youth Services Long Term Detention Contract with Southeast Alabama Diversion Center. See Exhibit 1.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – SARCOA – IN-HOME SERVICE PROGRAM CONTRACT

Commissioner Gary made a motion to approve the In-Home Service Program Contract. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – APRIL-JUNE EMS DISTRIBUTION – ARITON & MARLEY MILLS

Commissioner McKinnon made a motion to approve the April-June, 2020 Emergency Management Service distribution for Ariton and Marley Mills only. See Exhibit 3.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – ECONOMIC INCENTIVE REQUEST - FUND 110

Commissioner Gary made a motion to approve the economic incentive request in support of Quality Fab. See Exhibit 4.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – UPDATED FY21 COUNTY TRANSPORTATION PLAN- ROAD & BRIDGE

Commissioner McKinnon made a motion to approve the updated FY21 County Transportation Plan See Exhibit 5.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – BUDGMENT AMEMDMENTS - FY 2019-2020

Commissioner McKinnon made a motion to approve budget amendments for fiscal year 2019-2020. See Exhibit 6.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – ACROSS THE BOARD RAISES – FY 2020-2021

Commissioner Gary made a motion to approve across the board raises of 3% effective 09/23/20. See Exhibit 7.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – COUNTY BUDGET - FY 2020-2021

Commissioner McKinnon made a motion to approve the fiscal year 2020-2021 budget for the Dale County Commission. See Exhibit 8.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – COUNTY FAMILY SERVICE CENTER – SUBLEASE AGREEMENT

Commissioner McKinnon made a motion to approve the agreement. See Exhibit 9.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, October 13, 2020 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Gary made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Mark Blankenship, Commission Chairman

ALABAMA DEPARTMENT OF YOUTH SERVICES
LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Dale County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Dale County for the period October 1, 2020 through September 30, 2021.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

South East Alabama Diversion Center



Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

State of Alabama

DEPARTMENT OF YOUTH SERVICES

KAY IVEY
GOVERNOR

STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

August 28, 2020

To: Juvenile Court Judge
Chief Probation Officer

From: LeTonya Bowman



Re: Long Term Detention Subsidy Contract

Please find enclosed your long term detention subsidy contract for FY 2021. Please complete the form by choosing a detention center and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below:

LeTonya Bowman
Department of Youth Services
P. O. Box 66
Mt. Meigs, AL 36057

Thank you for your assistance in this matter and if you need any additional information please contact me at (334) 215-3839.

CONTRACT RENEWAL AND AMENDMENT TO ADMINISTER AND OPERATE THE IN-HOME SERVICE PROGRAM

The Southern Alabama Regional Council on Aging (SARCOA) has contracted with the DALE COUNTY COMMISSION to provide in-home service related services. The contract commenced on October 1, 2019 and expires on September 30, 2020. As stipulated in Article IX of the contract "upon written mutual consent, this contract may be renewed for two one-year terms." The Southern Alabama Regional Council on Aging wishes to exercise this stipulation allowing for renewal. Now therefore the Agreement shall be renewed for one additional year, beginning October 1, 2020 and ending September 30, 2021. It further requests that the contractor acknowledge its agreement for renewal, by affixing the signature of an authorized agent of the contractor to this renewal agreement.

The terms for this renewal shall remain as stated in the original contract with the exception of the following amendments:

Article II – General Provisions

Addition: G. Personal Conduct. Incidents involving unacceptable conduct must be **documented** with date, time and details of occurrence so that grounds for exclusion can be substantiated.

Article XIX – Compensation

A. Funding may continue at the current level of **\$13,000.00** annually, however, if funding reductions are necessary, the Contractor shall be given a prior 30 day notice. Contract changes other than those regarding funding levels, must be mutually agreed upon by SARCOA and the Contractor.

B. The Contractor agrees to provide local match resources of at least **\$1,444.00** annually. Local resources may be cash or in-kind. As required by ADSS, all local cash and in-kind expenditures in support of the Title III Program, regardless of source, must be reported by the Contractor to SARCOA. Nonfederal participation shall be reported to SARCOA on the AAA-1, under the columns labeled Local Funds. The Contractor shall maintain documentation for all nonfederal participation reported to SARCOA.

IN WITNESS WHEREOF, the Southern Alabama Regional Council on Aging has executed this agreement as of the date first above witnessed.

Witness

By: Anna Mobley
Date: 9/4/20

Area Agency on Aging

Dana G. Eidson
Dana G. Eidson, Executive Director
Southern Alabama Regional Council on Aging

Witness

By: Sheeta Gaze
Date: 9-17-20

Authorized Contractor Agent

By: [Signature]
Title: Chairman

EMS Funding April - June, 2020

Total Available Funds (less carryover): \$ 64,863.90

7/28/2020 & 09/22/20 for Ariton & Marley Mills
Date Commission Approved:

% OF FUNDS TO BE DISTRIBUTED	BEGINNING BALANCE	FUNDS AVAILABLE APR-JUN 20	REDISTRIBUTED*	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RUNS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$0.00	\$16,717.50		\$16,717.50	Ozark EMS	1030/1030	\$111,759.00	\$16,717.50	\$0.00
					Daleville	200	\$27,455.00	\$13,880.10	
					Clayhatchee				
					Level Plains	contract w/ enterprise	\$1,500.00	\$1,500.00	
23%	\$0.00	\$15,380.10		\$15,380.10			\$28,955.00	\$15,380.10	\$0.00
					Ariton	43/36	\$2,121.64	\$2,121.64	
					Marley Mill	respond to calls	\$937.21	\$937.21	
10%	\$0.00	\$6,687.00		\$6,687.00			\$3,058.85	\$3,058.85	\$3,628.15
					Skipperville				
					Echo	197/195	\$21,587.00	\$10,699.20	
					Choctawhatchee				
					Ewil				
16%	\$0.00	\$10,699.20		\$10,699.20			\$21,587.00	\$10,699.20	\$0.00
					South Dale EMS	226/216	25,000.00	\$11,535.08	
					ECHO			\$3,845.03	
					PAID TO SO DALE: Newton (30%)				
				\$4,614.03	ECHO *-Pinckard (30%)*				
				\$3,076.02	SO DALE EMS *-Pinckard (30%)*				
				\$1,538.01	PAID TO SO DALE: Midland City (30%)				
				\$4,614.03	PAID TO ECHO -Grimes (5%)	contract w/ Echo			
				\$769.01	PAID TO SO DALE: Napier Field (5%)				
				\$769.01					
23%	\$0.00	\$15,380.10		\$15,380.10			\$25,000.00	\$15,380.10	\$0.00

*PINCKARD- effective 06/01/20 South Dale EMS

\$64,863.90

\$3,628.15

Economic Development Incentive Fund Request

City/Town: Ariton

Project Short Description: Incentive Request in Support of Quality Fab

Description of Potential Impact: This project will result in expansion of an existing business. This project provides a valuable economic development incentive that directly results in providing 22 jobs to Dale county citizens and a total capital investment of \$838,060.

Requested Amount: \$43,000

Percentage of Total Budget: 5%

Company Investment in the Project: \$544,480

Percentage of Budget: 65%

ALDOT Investment in the Project: \$250,580

Percentage of Budget: 30%

Total Project Budget: \$838,060

Project Description:

Quality Fab is a metal fabrication company specializing in truss conveyors, structural steel, and plate work. The company has steadily grown in the last few years, investing over \$1.6 million and adding 41 new jobs. With this expansion, the company will add a new sandblasting facility and is seeking funding for roadway improvements along Market Street which will include roadway widening, new roadway sections, traffic striping, and drainage improvements.

Project Partners: Company, ALDOT, ODEC, City of Ariton, Dale County

Incentive Fund Balance as of August 31, 2020: \$258,200.66



FY 2021 County Transportation Plan Dale County



Date Approved by the Dale County Commission: August 25, 2020

Date Amended by the Dale County Commission:

Map Index	Project No.	Road Name/Number	Begin		End		Project Details			Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)						
1	DCP 23-08-18 (HRRR)	HRRR Bridge Ends	N/A	N/A	N/A	N/A		X	N/A	\$124,000.00			FAEF	\$800,000.00	\$45,000.00
2	DCP 23-04-2019 (MPO)	Dale CR 47	31.2589	-85.4861	31.3104	-85.5422		X	4.96	\$921,000.00	\$921,000.00		CRAF	\$184,000.00	
3	RA-DCP-23-04-20	Dale CR 54	31.5114	-85.5522	31.51433	-85.5127		X	2.94	\$661,000.00	\$661,000.00		CRAF	\$661,000.00	
4	DCP 23-05-20	Dale CR 36E	31.4892	-85.604	31.4762	-85.6443		X	9.00	\$1,585,000.00	\$1,585,000.00		FAEF		\$350,000.00
Totals/Page Totals										\$1,979,000.00	\$0.00	\$1,855,000.00	Total CRAF/FAEF Remaining Estimated	\$294,381.32	\$5,000.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks: \$154,381.32 of CRAF is for payment on DCP 23-01-18 County Wide Chipseal and \$140,000.00 used for Road Building Materials.

FYE 20 Budget Amendments

FUND	DEPARTMENT	ACCOUNT NUMBER	DESCRIPTION	ORIGINAL BUDGET	ADDITIONAL	REVISED BUDGET
001- GENERAL	Commission	001-51100-255	cell phone	1,800.00	400.00	2,200.00
001- GENERAL	Commission	001-51100-224	postage machine rental	0.00	750.00	750.00
001- GENERAL	Commission	001-51100-490	Covid expenses	0.00	25,000.00	25,000.00
001- GENERAL	Commission	001-51100-211	offices supplies	8,000.00	2,000.00	10,000.00
001- GENERAL	Commission	001-51100-271	insurance on bldgs	17,000.00	3,000.00	20,000.00
001- GENERAL	Circuit Court	001-51211-251	telephone	1,400.00	500.00	1,900.00
001- GENERAL	Circuit Court Clerk	001-51220-251	telephone	750.00	200.00	950.00
001- GENERAL	Probate	001-51300-251	telephone	2,400.00	1,000.00	3,400.00
001- GENERAL	Revenue	001-51600-490	Covid expenses	0.00	5,000.00	5,000.00
001- GENERAL	Elections	001-51910-253	advertising	1,007.00	16,000.00	17,007.00
001- GENERAL	Bd of Registrars	001-51920-265	registration	100.00	100.00	200.00
001- GENERAL	RSVP Building Maintenance	001-51992-231	repair & maintenance	100.00	750.00	850.00
001- GENERAL	Courthouse Maintenance	001-51995-244	electricity	43,000.00	12,000.00	55,000.00
001- GENERAL	Courthouse Maintenance	001-51995-490	Covid expenses	0.00	15,000.00	15,000.00
001- GENERAL	Annex Maintenance	001-51996-490	Covid expenses	0.00	5,400.00	5,400.00
001- GENERAL	Annex Maintenance	00151996-244	electricity	2,800.00	2,000.00	4,800.00
001- GENERAL	Creel Richardson Maint	001-51998-490	overtime	0.00	700.00	700.00
001- GENERAL	Ariton-Sheriff	001-52101-116	overtime	0.00	8,000.00	8,000.00
001- GENERAL	Sheriff - Firing Range	001-52111-242	other repair/maintenance	100.00	1,000.00	1,100.00
001- GENERAL	Sheriff - Impound Lot	001-52115-244	electricity	1,950.00	1,000.00	2,950.00
001- GENERAL	Jail	001-52200-216	cleaning supplies	18,000.00	10,000.00	28,000.00
001- GENERAL	Coroner	001-52400-122	health ins	5,099.00	5,000.00	10,099.00
001- GENERAL	Coroner	001-52400-182	professional services	4,000.00	3,000.00	7,000.00
001- GENERAL	Probation & Parole	001-52500-251	telephone	930.00	70.00	1,000.00
001- GENERAL	Circuit Court Clerk	001-51220-251	telephone	750.00	250.00	1,000.00
001- GENERAL	Sr Citizens Power	001-56202-271	insurance on bldgs	1,370.00	750.00	2,120.00
001- GENERAL	Family Service Center	001-56904-271	insurance on bldgs	1,100.00	200.00	1,300.00

001 - Total 119,070.00

117 - GAS RRR	117-53900-113	salaries	200,000.00	180,000.00	380,000.00
117 - GAS RRR	117-53900-225	construction equip rental	600,000.00	228,000.00	828,000.00
			117 - Total	408,000.00	
138 - SPECIAL LICENSING	138-51615-470	Equip & Furniture	3,800.00	8,000.00	11,800.00
			138 - Total	8,000.00	
140 - MFG HOME TRUST	140-51605-470	Equip & Furniture	900.00	2,000.00	2,900.00
			140 - Total	2,000.00	
511 - RESIDENTIAL GARBAGE	511-54100-186	collection services	625,000.00	325,000.00	950,000.00
511 - RESIDENTIAL GARBAGE	511-54101-172	landfill/dumping	4,860.76	2,139.24	7,000.00
511 - RESIDENTIAL GARBAGE	511-54101-199	misc service	100,000.00	17,000.00	117,000.00
511 - RESIDENTIAL GARBAGE	511-54101-212	Fuels	2,500.00	1,000.00	3,500.00
			511 - Total	345,139.24	
741 - OZARK/DALE SR CITIZEN	741-56204-219	other misc supplies	1,000.00	34,000.00	35,000.00
			741 - Total	34,000.00	



Dale County Commission

Commission Chairman
Mark Blankenship

Commissioners
Chis Carroll *District 1*
Steve McKinnon *District 2*
Charles W. Gary *District 3*
Frankie Wilson *District 4*

County Administrator
Cheryl Ganey

September 22, 2020

Re: FY 2021 Across the Board Raise

Effective September 23, 2020, the Dale County Commission grants a 3% cost of living adjustment to all County employees, full or part-time, except those in the General Excluded Service. Cost of living adjustments for elected officials shall be in accordance with the terms of the Omnibus Pay Bill.

A handwritten signature in black ink, appearing to read "Mark Blankenship", written over a horizontal line.

Mark Blankenship, Chairman

DALE COUNTY COMMISSION - 2020-2021 Budget

001 GENERAL FUND

Beginning Fund Balance		0.00
Estimated Revenues	5,513,722.78	
Estimated Other Sources	<u>1,440,000.00</u>	
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		6,953,722.78
Expenditures		
51100 Commission	(360,391.87)	
51211 Circuit Judge	(1,400.00)	
51212 District Judge	(2,400.00)	
51220 Circuit Clerk	(1,000.00)	
51300 Probate Office	(408,528.33)	
51600 Revenue Commissioner	(875,286.44)	
51903 Court Reporters	(10,513.10)	
51910 Elections	(111,925.00)	
51920 Board of Registrars	(86,809.51)	
51930 Board of Equalization	(105.00)	
51940 Veteran's Affairs	(1,000.00)	
51945 Soil Conservation Service	(41,407.18)	
51946 Wiregrass RC&D	(1,000.00)	
51953 Regional Planning Agency	(13,204.00)	
51994 Land Management	(2,400.00)	
51992 Maintenance - Old RSVP Building	(500.00)	
51995 Maintenance - Courthouse	(87,600.00)	
51996 Maintenance - Annex	(463,319.79)	
51997 Maintenance - Shop	(2,840.00)	
51998 Maintenance - Creel Richardson Bldg	(35,100.00)	
51999 Maintenance - Government Building	(33,500.00)	
52100 Sheriff's Office	(2,315,313.99)	
52101 Sheriff's Office Ariton	(113,663.17)	
52105 Sheriff's Helicopter	(35,214.00)	
52111 Sheriff's Firing Range	(2,578.00)	
52115 Sheriff's Impound Lot	(2,050.00)	
52200 Jail	(1,238,192.20)	
52300 Emergency Management	(77,730.67)	
52301 EMA Grants	0.00	
52350 Homeland Security Grants	0.00	
52400 Coroner	(42,893.28)	
52500 Probation & Parole	(1,000.00)	
52505 Juvenile Probation	(1,200.00)	
52610 Department of Youth Services	(172,500.00)	
52950 Volunteer Fire/Rescue	(27,000.00)	
53205 Vivian B Adams School	(78,750.00)	
55400 Animal Control (City of Ozark)	(40,000.00)	
55402 Humane Society Building	(500.00)	
56202 Senior Citizens Center (Power)	(10,000.00)	
56210 In Home Services (SARCOA)	(13,536.33)	
56220 Nutrition Program (SARCOA & Ozark)	(48,276.00)	
56221 Midland City Seniors Center	(20,800.00)	
56300 Services for Indigent	(2,000.00)	
56530 SE AL Child Advocacy	(2,500.00)	
56902 Dept of Human Resources	(300.00)	
56904 Family Service Center	(1,300.00)	
57100 Dale County Libraries	(63,100.00)	
58200 Ala Cooperative Extension Service	(27,000.00)	
Total Expenditures	(6,877,627.88)	
Estimated Other Uses	<u>(75,000.00)</u>	
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(6,952,627.88)
Net Revenues/Other Sources less Expenditures/Other Uses		<u>1,094.90</u>
Ending Fund Balance		<u><u>1,094.90</u></u>

050 SHERIFF'S SERVICE OF PROCESS FEE FUND

Beginning Fund Balance			0.00
Estimated Revenues	70,000.00		
Estimated Other Sources	<u>75,000.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		145,000.00	
Expenditures			
52121 Radio Tower	(144,987.20)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(144,987.20)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>12.80</u>
Ending Fund Balance			<u><u>12.80</u></u>

111 GAS TAX FUND

Beginning Fund Balance			100,000.00
Estimated Revenues	1,860,000.00		
Estimated Other Sources	<u>20,000.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,880,000.00	
Expenditures			
53100 Road & Bridge	(2,271,944.85)		
53106 County Commission	(317,360.18)		
53952 Gas Tax Credits-RRR	617,000.00		
53954 Other Credits	<u>3,000.00</u>		
Total Expenditures		<u>(1,969,305.03)</u>	
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(1,969,305.03)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>(89,305.03)</u>
Ending Fund Balance			<u><u>10,694.97</u></u>

112 PUBLIC BUILDING ROAD & BRIDGE FUND

Beginning Fund Balance			0.00
Estimated Revenues	1,301,100.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,301,100.00	
Expenditures			
51907 County Commission	(24,000.00)		
51908 Road & Bridge	<u>(12,100.00)</u>		
Total Expenditures		<u>(36,100.00)</u>	
Estimated Other Uses	<u>(1,265,000.00)</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(1,301,100.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

113 PUBLIC HIGHWAY & TRAFFIC FUND

Beginning Fund Balance			0.00
Estimated Revenues	175,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		175,000.00	
Expenditures	0.00		
Estimated Other Uses	<u>(175,000.00)</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(175,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u>0.00</u>

116 CAPITAL IMPROVEMENT FUND

Beginning Fund Balance			0.00
Estimated Revenues	325,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		325,000.00	
Expenditures			
51000 General Government	(200.00)		
52000 Public Safety	(100.00)		
53000 Highways & Roads	(100.00)		
56000 Welfare	<u>(100.00)</u>		
Total Expenditures		(500.00)	
Estimated Other Uses	<u>(186,938.76)</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(187,438.76)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>137,561.24</u>
Ending Fund Balance			<u>137,561.24</u>

117 RRR GAS TAX FUND

Beginning Fund Balance			0.00
Estimated Revenues	997,000.00		
Estimated Other Sources	<u>320,000.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,317,000.00	
Expenditures			
53900 Highways & Roads	<u>(1,317,000.00)</u>		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(1,317,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u>0.00</u>

119 FIVE CENT GAS TAX FUND

Beginning Fund Balance			0.00
Estimated Revenues	320,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		320,000.00	
Expenditures	0.00		
Estimated Other Uses	<u>(320,000.00)</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(320,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

136 MOTOR VEHICLE SPECIAL TRAINING FUND

Beginning Fund Balance			0.00
Estimated Revenues	3,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		3,000.00	
Expenditures			
51610 Motor Vehicle Special Training	(3,000.00)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(3,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

138 SPECIAL LICENSING OFFICIALS FUND

Beginning Fund Balance			0.00
Estimated Revenues	3,800.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		3,800.00	
Expenditures			
51615 Special Licensing Officials	(3,800.00)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(3,800.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

140 MANUFACTURED HOMES FUND

Beginning Fund Balance			0.00
Estimated Revenues	1,800.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,800.00	
Expenditures			
51605 Manufactured Homes	(1,800.00)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(1,800.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

143 REVENUE COMMISSIONER DISCRETIONARY FUND

Beginning Fund Balance			0.00
Estimated Revenues	30.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		30.00	
Expenditures			
51650 Revenue Commissioner Discretionary	(30.00)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(30.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

151 AD VALOREM (JAIL TAX) FUND

Beginning Fund Balance			0.00
Estimated Revenues	190,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		190,000.00	
Expenditures			
52255 Law Enforcement Ad Valorem Jail	(40,200.00)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(40,200.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>149,800.00</u>
Ending Fund Balance			<u><u>149,800.00</u></u>

220 REBUILD ALABAMA

Beginning Fund Balance			344,769.00
Estimated Revenues	800,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		800,000.00	
Expenditures			
53900 Highways & Roads	(1,139,381.32)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(1,139,381.32)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>(339,381.32)</u>
Ending Fund Balance			<u><u>5,387.68</u></u>

221 FEDERAL

Beginning Fund Balance			0.00
Estimated Revenues	400,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		400,000.00	
Expenditures			
53900 Highways & Roads	(395,000.00)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(395,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>5,000.00</u>
Ending Fund Balance			<u><u>5,000.00</u></u>

301 2014 GENERAL OBLIGATION FUND

Beginning Fund Balance			0.00
Estimated Revenues	0.00		
Estimated Other Sources	<u>186,938.76</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		186,938.76	
Expenditures			
59100 Debt Service	(186,938.76)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(186,938.76)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

511 SOLID WASTE FUND

Beginning Fund Balance			300,000.00
Estimated Revenues	1,020,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,020,000.00	
Expenditures			
54100 Solid Waste Pickup		(1,146,799.21)	
54101 Roadside Litter Pickup Program		<u>(123,700.00)</u>	
Total Expenditures	(1,270,499.21)		
Estimated Other Uses	<u>(47,655.00)</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(1,318,154.21)	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>(298,154.21)</u>
Ending Fund Balance			<u><u>1,845.79</u></u>

512 LANDFILL FUND

Beginning Fund Balance			0.00
Estimated Revenues	1,700.00		
Estimated Other Sources	<u>47,655.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		49,355.00	
Expenditures			
54300 Landfill Expenses		(47,655.00)	
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(47,655.00)	
Net Revenues/Other Sources less Expenditures/Other Uses			1,700.00
Ending Fund Balance			<u><u>1,700.00</u></u>

741 SR CITIZENS INC FUND

Beginning Fund Balance			0.00
Estimated Revenues	1,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,000.00	
Expenditures			
56204 Senior Citizens Expenditures		(1,000.00)	
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(1,000.00)	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

765 DISTRICT ATTORNEY FUND

Beginning Fund Balance			0.00
Estimated Revenues	7,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		7,000.00	
Expenditures			
51260 District Attorney Expenditures	(7,000.00)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(7,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

770 WORTHLESS CHECK FUND

Beginning Fund Balance			0.00
Estimated Revenues	1,500.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,500.00	
Expenditures			
51262 Worthless Check Expenditures	(1,500.00)		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(1,500.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

786 LAW LIBRARY

Beginning Fund Balance			0.00
Estimated Revenues	21,000.00		
Estimated Other Sources	<u>0.00</u>		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		21,000.00	
Expenditures			
51270 Law Library Expenses	(15,000.00)		
51275 Judicial 20% Admin of Justice	(6,000.00)		
Total Expenditures	<u>(21,000.00)</u>		
Estimated Other Uses	<u>0.00</u>		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		<u>(21,000.00)</u>	
Net Revenues/Other Sources less Expenditures/Other Uses			<u>0.00</u>
Ending Fund Balance			<u><u>0.00</u></u>

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into effective the 22 day of September, 2020, by and between **OZARK-DALE COUNTY FAMILY SERVICE CENTER** ("Landlord") and **Telamon Alabama** ("Tenant(s)/Sub lessee(s)").

WITNESSETH

- 1. Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for the term of this Lease and at the rental and upon the conditions set forth below, a portion of the Premises located at 204 Katherine Drive, Ozark, AL, formerly known as the Dale County Health Department building, hereinafter shall be referred to as the "Building" described as follows: One room for exclusive use – Room 103. Additionally, the Tenant shall have use and shared upkeep responsibilities of common areas – including a kitchen, restrooms, classroom (by reservation) and conference room (by reservation). Note that the reservation calendar is maintained by the Director of the Family Service Center and all reservations must be made with the Director.
- 2. Sublease.** The parties agree and acknowledge that the Landlord can only contract with the Tenant to the extent allowed by the original Lease Agreement signed between the Landlord and the Dale County Commission entered into on or about September 1, 2014. To that extent, the Landlord expressly states that the Landlord is not and cannot obligate the Dale County Commission in any way under the terms of this agreement.
- 3. Term.**
 - a. Initial Term.** The Primary Term of this Lease shall be twelve (12) months and commence on October 1, 2020 (the "Commencement Date") and terminate at 11:59 p.m. on September 30, 2021 (the "Primary Term"), unless sooner terminated as provided herein. Possession of the Leased Premises shall be delivered to Tenant on the Commencement Date. If Landlord permits Tenant to occupy the Premises prior to the date of Term Commencement, such occupancy shall be subject to all the terms of this Lease. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the date of Term Commencement, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, subject to any contrary provisions in any agreement with Landlord covering initial improvement of the Premises, the obligation to pay rent shall be waived for the period between the date of Term Commencement and the time when Landlord can deliver possession.
 - b. Expiration of Term.** Tenant must notify Landlord in writing of their intent to vacate the premises 60 days before the end of the lease term. Upon any termination of this Lease, whether by expiration of the Term, lapse of time or otherwise, Tenant shall

immediately surrender possession and vacate the Leased Premises and deliver possession thereof to Landlord in good repair and condition together with all keys to any locks therein.

- c. **Extension of Term.** Beginning on September 30, 2021, should the tenant and the landlord fail to reach an agreement to extend the term of the lease past the initial term of the lease, the lease will continue on a month-to-month basis until such time as a new lease is re-negotiated or such time as the Landlord gives the tenant 30 days notice of intent to terminate the lease.
- d. **Conflict with Controlling Lease.** At no point shall an agreement, between the Landlord and Tenant to this lease (Sub lessee), extend the lease past the time that the Landlord has contracted to lease the facility from the Dale County Commission. Should such conflict exist, the Lease with the Dale County Commission governs and the Tenant under this contract shall vacate the building on the terms governed by the original contract between the Landlord and the Dale County Commission and the Tenant further agrees to hold the Landlord harmless for any resulting damage.

4. Rent.

- a. Tenant shall pay to Landlord as rental the amount of Two Hundred and Twenty-Five Dollars (\$225.00) per month for the initial term of this lease. The first month's rent shall be payable upon Tenant's execution of this Lease. Rent shall thereafter be payable in advance on or before the first day of each successive calendar month thereafter during the term.
- b. This rental amount shall include use of the above referenced facilities, common access to the parking lot and shall further include electricity, water, garbage, and Internet access. If the Landlord shall cease to provide Internet access to the building at all, the Landlord would not be responsible for providing internet access to the Tenant. The \$225 rent figure includes \$25 specifically for use of a **black and white** copier, however color copies may only be made at additional cost to the Tenant.
- c. **Ownership Expenses Defined.** For the purposes of this Lease, "**Ownership Expenses**" shall mean all expenses and costs of every kind and nature which the Dale County Commission shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building, including, without limitation: Maintenance costs of the structure, HVAC, Plumbing and Electrical. Ownership Expenses shall not include the cost of repairs or restoration occasioned by a casualty to the extent covered by insurance proceeds made available to Dale County Commission. This contract merely states what the Dale County Commission is obligated to provide to the building as per the contract between The Dale County Commission and the Ozark-Dale County Family Service Center. This clause or any clause contained in this

contract does not create a private cause of action or an enforceable right as between the Dale County Commission and the tenant/sublessee to this contract.

5. Use Restrictions.

- a. The Premises shall be used and occupied by Tenant for the office use as a professional counseling service and in accordance with the Rules and Regulations of operating a non-profit community resource center, a non-profit court services entity, and an outpatient substance abuse treatment clinic and as such, may be amended from time to time and for no other purposes. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, violate any civil or criminal law or ordinance or which disturbs other businesses in the area, nor shall Tenant, its employees, agents or invitees damage the Premises, the Building or any portion of the Property, nor place or maintain any signs on or visible from the exterior of the Premises that do not directly identify the purpose of the services provided within said Premises. Notwithstanding any other provision of this Lease, Tenant shall not use, keep or permit to be used or kept on the Premises any foul or noxious gas or substance, nor shall Tenant do or permit to be done anything in and about the Premises, either in connection with activities under this Lease expressly permitted or otherwise, which would cause an increase in premiums payable under, or a cancellation of, any policy of insurance maintained by Landlord in connection with the Building or the Property or which would violate the terms of any covenants, conditions or restrictions affecting the Building or the land on which it is located. Further tenant agrees to not allow its employees, agents, guests or invitees to enter upon the areas of the building that are not part of this lease agreement and the tenant agrees to be liable for any damage resulting by such access.

6. Rules and Regulations.

- a. Tenant shall faithfully observe and comply with the Rules and Regulations of the County, and, after notice thereof, all modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building of any of said rules and regulations, but Landlord shall use good faith efforts to enforce the rules and regulations consistently.

7. Services and Utilities

- a. Tenant agrees to and takes responsibility for all services and utilities supplied to Building, including those of sub-lease tenant and understands that all upgrades and installation costs will be the responsibility of Tenant which includes, but is not limited

to: Installation of telephone and internet services, outdoor lighting, security services and monthly service bills associated with these services including electricity, water, sewer, garbage, telephone and internet.

8. No Landlord Liability.

- a. Landlord shall not be liable to Tenant or those claiming under it for damages, consequential or otherwise, nor shall there be any abatement of Base Rent or other amounts payable by Tenant under this Lease, arising out of any curtailment or interruption whatsoever in utility services.

9. Maintenance, Repairs and Alterations.

- a. **Landlord's Obligations/Tenant's Waiver.** Subject to the provisions of Section 10 below, and except for damages caused by Tenant, its agents or invitees, The Dale County Commission (pursuant to the contract between the Dale County Commission and the Family Service Center) shall keep in good condition and repair the foundations and exterior walls, exterior glass, base building electrical, mechanical and plumbing systems, life safety systems and roof of the Building and all common areas outside the Building considered to be a part of the Property. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises or the Building in good order, condition and repair. This clause does not create a private right of action as between the Tenant to this contract and the Dale County Commission.
- b. **Landlord Services.** The Dale County Commission (pursuant to the contract between the Dale County Commission and the Family Service Center) will provide the following services to the Premises and the Building throughout the term of this Lease unless otherwise stated in Special Provisions at the end of this lease:
 - i. Maintenance of the roof, exterior walls and foundations;
 - ii. Parking lot maintenance and repairs;
 - iii. Maintenance of the HVAC within the Building and specifically including the Premises.
- c. **Tenant's Obligations.** Tenant shall, at Tenant's expense and in accordance with the Rules and Regulations of Landlord, maintain the interior portion of the Premises rented including, but not limited to, all plumbing and electrical fixtures and outlets, all computer and telecommunications wiring and outlets and any interior glass in good condition and repair. With respect to any common areas that the Tenant has access to, the Tenant will be jointly responsible for the maintenance of those areas as outlined in

this section with the Family Service Center. At the expiration or earlier termination of the term, Tenant shall deliver up possession of the Premises in good condition and repair, only ordinary wear and tear excepted, and with only such improvements and alterations as shall have been made with Landlord's consent and which have not been required to be removed by Landlord upon the granting of such consent.

- d. **Tenant's Alterations.** The Landlord and Tenant have no agreement as to allow the Tenant to make any Alterations to the premises. Should the Tenant want to make alterations to the premises, written approval must be obtained from the Landlord 7 days prior to any alterations being made.

10. Insurance and Indemnity.

- a. **Tenant's Insurance.** Tenant shall obtain and maintain during the term of this Lease commercial general liability insurance with a combined single limit for personal injury and property damage in an amount not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate, and employer's liability and workers' compensation insurance as required by law. Tenant's commercial general liability insurance policy shall (i) include coverage for premises and operations liability, broad form property damage, blanket contractual liability and personal and advertising liability; (ii) provide that the insurer has the duty to defend all insureds, and (iii) provide that defense costs do not deplete policy limits. Such insurance shall also be endorsed to provide that (1) it may not be canceled or altered in such a manner as adversely to affect the coverage afforded thereby without thirty (30) days' prior written notice to Landlord, (2) Landlord and other entities designated by Landlord are named as additional insureds, (3) the insurer acknowledges acceptance of the mutual waiver of claims by Landlord and Tenant pursuant to paragraph (b) below, and (4) such insurance is primary with respect to Landlord and that any other insurance maintained by Landlord is excess and noncontributing with such insurance. If, in the opinion of Landlord's insurance adviser, based on an increase in recovered liability claims generally or an increase in the amounts of insurance which tenant in similar premises are then being required to maintain, the specified amounts of coverage are no longer adequate, within thirty (30) days following Landlord's request, such coverage shall be appropriately increased. Tenant shall also obtain and maintain insurance ("**Personal Property Insurance**") covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Premises, in an amount not less than one hundred percent (100%) of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism and malicious mischief. Any proceeds from the Personal Property Insurance shall be used for the repair or replacement of the

personal property damaged or destroyed, unless this Lease is terminated under an applicable provision herein. Tenant shall obtain and maintain business interruption insurance in an amount not less than the greater of Tenant's annual gross revenue or an amount adequate to provide for payment of Base Rent and other amounts due Landlord under this Lease during a one year interruption of Tenant's business by fire or other casualty. Within 90 days of the commencement of the term, Tenant shall deliver to Landlord copies of such policies or, at Landlord's option, certificates thereof with endorsements. At least thirty (30) days prior to the expiration of such policy or any renewal thereof, Tenant shall deliver to Landlord replacement or renewal binders, followed by certificates and endorsements within a reasonable time thereafter. If Tenant fails to obtain such insurance or to furnish Landlord any such duplicate policies, certificates and endorsements as herein required, Landlord may, at its election, upon notice to Tenant but without any obligation so to do, procure and maintain such coverage and Tenant shall reimburse Landlord on demand as additional rent for any premium so paid by Landlord. Tenant shall have the right to provide all insurance coverage required herein to be provided by Tenant pursuant to blanket policies so long as such coverage is expressly afforded by such policies for the location which is the Premises. All insurance shall be written by carriers which are admitted in Alabama and which have a rating by A.M. Best Insurance Service, or its successor, of at least "A/VIII" or equivalent.

- b. Mutual Waiver.** Landlord hereby waives all claims against Tenant and Tenant's members, officers, directors, partners, employees, agents and representatives for loss or damage to the extent that such loss or damage is insured against under any valid and collectable insurance policy insuring Landlord or would have been insured against but for any deductible amount under any such policy. Tenant waives all claims against Landlord, Landlord's members and Landlord's agents and its and their respective members, officers, directors, partners, employees, agents and representatives (collectively, "**Landlord's Parties**"), for loss or damage to the extent such loss or damage is insured against under any valid and collectable insurance policy insuring Tenant or required to be maintained by Tenant under this Lease, or would have been insured against but for any deductible amount under any such policy.
- c. Tenant's Waiver and Indemnity.** As insurance is available to protect it, and to the extent such waiver does not violate public policy, Tenant hereby waives all claims against Landlord and Landlord's Parties for damage to any property or injury to or death of any person in, upon or about the Premises, the Building or the Project arising at any time and from any cause. Tenant shall hold Landlord and Landlord's Parties harmless from and defend Landlord and Landlord's Parties against all claims, liabilities, losses, damages and expenses (including attorneys' fees and costs): (i) arising in the Premises or from the use of the Premises by Tenant or as a result of Tenant's breach of this Lease,

except as to Landlord or any of Landlord's Parties such as is caused by the sole negligence or willful misconduct of Landlord or that of Landlord's Parties otherwise entitled to indemnification, or (ii) arising from the negligence or willful misconduct of Tenant, its employees, agents or contractors in, upon or about those portions of the Building or the Project other than the Premises. The foregoing indemnity obligation of Tenant shall include attorneys' fees, investigation costs and all other costs and expenses incurred by Landlord or any of Landlord's Parties from the first notice that any claim or demand is to be made or may be made. The provisions of this Section 9 shall survive the expiration or termination of this Lease with respect to any damage, injury or death occurring prior to such time.

- d. **Rental Insurance.** The Tenant/Sublessee shall maintain appropriate level of renters insurance for the contents owned by the Tenant. The Tenant/Sublessee waives any and all claim to loss or damage of part or all of the contents of the premises belonging to the tenant in the event of accidental, unintentional or intentional loss with respect to the Landlord of this lease and the Dale County Commission.

11. Damage or Destruction.

- a. **Insured Loss.** If during the term the Premises is totally or partially destroyed, or any other portion of the Building is damaged in such a way that Tenant's use of the Premises is materially interfered with, from a risk which is wholly covered by insurance proceeds made available to Landlord for such purpose, Landlord shall proceed with reasonable diligence to repair the damage or destruction and this Lease shall not be terminated; provided that if in the opinion of Landlord's architect or contractor the work of repair cannot be completed within ninety (90) days following commencement of such repair, Landlord may at its election terminate this Lease by notice given to Tenant within thirty (30) days following the event or such longer period as may reasonably be necessary to obtain information from its architect or contractor.
- b. **Uninsured Loss.** If during the term the Premises is totally or partially destroyed, or any other portion of the Building is damaged in such a way that Tenant's use of the Premises is materially interfered with, from a risk which is not wholly covered by insurance proceeds made available to Landlord for repair or reconstruction, Landlord may at its election by notice to Tenant given within thirty (30) days following the event or such longer period as may reasonably be necessary for Landlord to obtain information from its architect or contractor, either restore the Premises or terminate this Lease.
- c. **Abatement of Rent.** In case of destruction or damage which materially interferes with Tenant's use of the Premises, if this Lease is not terminated as above provided, Base Rent shall be abated during the period required for the work of repair based upon the

degree of interference with Tenant's use of the Premises. Except for such abatement, Tenant shall have no claim against Landlord for any loss suffered by Tenant due to damage or destruction of the Premises or any work of repair undertaken as herein provided.

12. Assignment or Subletting by Sub lessee. No sub lessee shall have a right further to sublet. Any assignment by a sub lessee of its sublease shall be subject to Landlord's prior written consent in the same manner as if Tenant were entering into a new sublease.

13. Default by Tenant

a. Events of Default. Any of the following events shall constitute events of default under this Lease: (i) Tenant's failure to pay any Base Rent or other sum payable under this Lease when due; (ii) Tenant's failure to obtain and maintain tax-exempt status under section 501(c)(3) of the Internal Revenue Code; (iii) The bankruptcy or insolvency of Tenant, any transfer by Tenant in fraud of creditors, assignment by Tenant for the benefit of creditors, or the commencement of any proceedings of any kind by or against Tenant under any provision of the Title 11 of the United States Code or its successor ("**Bankruptcy Code**"), or under any other insolvency, bankruptcy or reorganization law, unless any such proceedings are dismissed within sixty (60) days thereafter; the appointment of a receiver for a substantial part of the assets of Tenant; or the levy upon this Lease or any estate of Tenant under this Lease by any attachment or execution; (iv) The abandonment of the Premises; or (v) Tenant's failure to perform any of the other terms, covenants, agreements or conditions contained herein (other than Tenant's breach of paragraph 12(a) or paragraph 17 as to which no cure period shall apply) and, if the event of default is curable, the continuation of such event of default for a period of thirty (30) days after receipt of notice by Landlord or beyond the time reasonably necessary for cure if the event of default is of the nature to require more than thirty (30) days to remedy, but in any event, within sixty (60) days following Landlord's notice, provided that if Tenant has committed an event of default in the performance of the same obligation more than one time in any twelve-month period and notice of such event of default has been given by Landlord in such instance, no cure period shall thereafter be applicable under this Lease.

b. Landlord's Remedies. Upon the occurrence of any event of default by Tenant under this Lease, Landlord may, at its option and without any further notice or demand, in addition to any other rights and remedies given under this Lease or by law, do any of the following:

i. Landlord shall have the right, so long as such event of default continues, to give notice of termination to Tenant and on the date specified in such notice this Lease shall terminate;

- ii. For the purpose of determining the unpaid Base Rent in the event of a termination of this Lease, or the Base Rent due under this Lease in the event of a reletting of the Premises, the monthly Base Rent reserved in this Lease shall be deemed to be the Base Rent due under Section 3 above and any "free rent" or Base Rent and additional rent waived or abated by Landlord as an inducement for Tenant to enter into this Lease;
- iii. Landlord's acceptance of payment from Tenant of less than the amount of Base Rent then due shall not constitute a waiver of any rights of Landlord or Tenant including, without limitation, any right of Landlord to recover possession of the Premises; and
- iv. After terminating this Lease, Landlord may remove any and all personal property located in the Premises and place such property in a public or private warehouse or elsewhere at the sole cost and expense of Tenant.

c. Continuation of the Lease. Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession. Landlord may enforce all its rights and remedies under this Lease, including the right to recover rental as it becomes due under this Lease. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession.

14. Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord under this Lease within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

15. Non-Discrimination. Tenant covenants by and for Tenant's heirs, personal representatives and assigns and all persons claiming under Tenant or through Tenant that this Lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, age, sex, sexual orientation, marital status, disability, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenant, lessees, sub lessee, subtenants, or vendees in the Premises.

IN WITNESS WHEREOF, the parties have executed this Lease on the respective dates indicated below.

Tenant: Telamon Alabama

Landlord: Mary Hill Family Service Center

Jay Martin (Telamon Alabama)



Name

Title

CHAIRMAN

Title

Date

09-22-20

Date