

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2020

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Steve Turner and seconded by Daryl Sammet to approve the minutes of January 21 & 29, 2020.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Daryl Sammet, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve the following claims

1/17/20	Check # 55930	\$ 1,070.00
1/17/20	Check # 55931 – 56001	\$ 524,734.07
1/24/20	Check # 56002 – 56046	\$ 173,105.18
1/28/20	Check # 56047	\$ 6,735.00
1/31/20	Check # 56048 – 56146	<u>\$2,275,673.41</u>
	TOTAL	\$2,981,317.66

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to approve the following KNOWiNK Master Software License and Service Agreement, pending county attorney approval.

KNOWiNK MASTER Software License and Services AGREEMENT

This Master Agreement (the “**Agreement**”) is entered into as of the 4th of February, 2020 between Limestone County AL Commission (“**Customer**”), and KNOWiNK, LLC (“**KNOWiNK**”).

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books (“**EPBs**”) system known as the KNOWiNK Poll Pad System (the “**System**”), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the “**Services**”) for, and license such software (the “**Software**”) to, Customer;

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NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

1. PROVISION OF THE SYSTEM:

KNOWiNK shall deliver and implement the System and the Software as described herein and in the attached quote (Exhibit B, "Quote").

2. LICENSE AND SUPPORT; RESTRICTIONS:

2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A** and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.

2.2. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("**Software Support Services**") and (b) the implementation, training, support and/or other services ("**Professional Services**") set forth in this Agreement and the applicable Quote provided in **Exhibit B**. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK's discretion. KNOWiNK does not warrant that all errors or defects will be corrected.

2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.

2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

2.5. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.

2.6. Subject to the terms and conditions of this Agreement, KNOWiNK will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training.

3. OBLIGATIONS:

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3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon delivery to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once delivery has been made.

3.2. On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWiNK's help desk will be available for calls one hour prior to polls opening until one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.

3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

4. TERM; TERMINATION:

4.1. The term of this Agreement ("**Term**") shall initially be three years, unless earlier terminated in accordance with this Section.

4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

4.3. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, 10.5 and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

5. PRICING:

5.1. Prices for hardware shall be specified by KNOWiNK in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware: however, prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance.

5.2. The "**Annual Fee**" is the combined, annual fee for licensing (in the case of Software) and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or **Exhibit B**. KNOWiNK may increase the Annual Fee for a renewal term with 30-days notice to Customer before the term renews.

5.3. Pricing for other Services shall be set forth in the applicable Quote. Additional charges may apply to Services, e.g., travel, communication and other expenses.

5.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents KNOWiNK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event KNOWiNK is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse KNOWiNK therefore.

6. ORDERS:

Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK's discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

7. PAYMENT TERMS:

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7.1. KNOWiNK will invoice Customer for all hardware, software and services including parts replacements or Customer-requested software modification upon shipment to Customer. Except as otherwise provided in the applicable Quote, such invoices shall be paid in full within thirty (30) days after delivery.

7.2. If any dispute exists between the parties concerning any payment or invoice, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer, KNOWiNK of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

8. CONFIDENTIALITY:

8.1. “**Confidential Information**” means any confidential or proprietary information of a party, including information related to KNOWiNK’s business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.

8.2. Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK or their suppliers and licensors.

8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer’s permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK all copies of the Confidential Information in Customer’s possession (including Confidential Information incorporated in software or writings, electronic and hard copies).

8.4. Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

9. INDEMNIFICATION:

9.1. **Indemnity.** KNOWiNK, at its own expense, will defend Customer against any claim that the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys’ fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWiNK prompt written notice of such claims; (b) permits KNOWiNK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWiNK in defending or settling the claims.

9.2. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK’s receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software, less a reasonable offset for use and obsolescence.

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9.3. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.

9.4. **EXCLUSIVE REMEDIES.** THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWiNK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

10. WARRANTY; LIMITATION OF LIABILITY:

10.1. KNOWiNK warrants all products provided hereunder to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.

10.3. Customer is solely responsible for any hardware or software purchased from an outside source. KNOWiNK will not be liable for such products.

10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.

10.5. IN NO EVENT SHALL KNOWiNK BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS. EACH OF KNOWiNK'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

11. CONFLICTS:

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KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit of more than nominal or minimal value relating to the award of this Agreement.

12. **FORCE MAJEURE:**

KNOWiNK shall not be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWiNK .

13. **RELATIONSHIP OF THE PARTIES:**

13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or employment.

14. **DISPUTE RESOLUTION:**

14.1. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

14.2. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

14.3. Notwithstanding the other provisions of this Section 14, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

14.4. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

15. **GENERAL:**

15.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

15.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

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15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY KNOWiNK IN WRITING.

15.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

15.5. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given to Customer at the address set forth on **Exhibit A**, or to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

Authorized representatives of Customer and KNOWiNK have read the foregoing Master Software License and Services Agreement and all documents incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

CUSTOMER (LIMESTONE COUNTY AL COMMISSION):

Signature: _____
Print Name: Collin Daly
Title: Chairman
Date: _____

KNOWiNK LLC:

Signature: _____
Print Name: Kevin J. Schott
Title: CFO
Date: _____

**Exhibit A
General Information**

Customer Jurisdiction Name: Limestone County AL Commission
Licensed Location (City/State): Athens, AL
Customer Contact(s):
With copy to: Bobbi Bailey, Elections Director
Pam Carter, County Administrator

PO Box 987 100 South Clinton St, Suite D
City / State / ZIP: Athens, AL 35611

Shipping Address (if different):
City / State / ZIP:

Contact Telephone: (256) 216-3393
Alternate Telephone: (256) 233-6427
Fax: (256) 233-6474
Email: bobbi.bailey@limestonecounty-al.gov,
pam.carter@limestonecounty-al.gov

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**Exhibit B
KNOWiNK Quote and Terms**

Date: 1/24/2020
KNOWiNK 2111 Olive Street Saint Louis, MO 63103
Jurisdiction: Limestone County AL
Contact: Bobbi Bailey Phone: (256) 216-3393 Email: bobbi.bailey@limestonecounty-al.gov

Poll Pad Subscription Purchase Quote and Terms:

*Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:

Item	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units <i>Includes: iPad WiFi 32gb, Star Micronics Bluetooth Printer, Stand, Stylus (x2), Transport Case, 1st Year Software License, MDM Enrollment, Live Syncing and Basic Poll Pad Manager</i>	70	\$1,145.00	\$80,150.00
Total Year (1) One Poll Pad Package Estimated Cost				\$80,150.00
Annual Software License and Maintenance				
2	Year 2 Annual Software License, MDM & AL SVR Maint.	70	\$125.00	\$8,750.00
3	Year 3 Annual Software License, MDM & AL SVR Maint.	70	\$125.00	\$8,750.00
Training Options				
4	Onsite Poll Worker Training (after first election, per day)		\$2,500.00	
5	WebEx Training (per session)		\$0.00	
Optional Equipment				
6	Thermal Receipt Paper (case of 50)		\$125.00	
Terms of Subscription				
	<i>Subject to acceptance of the Master Software License & Services Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.</i>			

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Daryl Sammet to authorize the Chairman to execute the following Resolution and Lease Agreement with Sarrell Regional Dental Center.

RESOLUTION

WHEREAS the Limestone County Commission, is the governing body of Limestone County, Alabama; and,

WHEREAS the County is the owner of certain real property being a commercial building, parking lot, and remaining real property located at 310 W. Elm St., Athens, Alabama 35611 (“the Property”); and,

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WHEREAS, the Property has heretofore been occupied by Sarrell Regional Dental Center for Public Health, Inc. ("Sarrell"), for a professional, commercial business dealing primarily in providing dental and/or vision services, and all lawful operations reasonably incidental or associated thereto pursuant to a Lease Agreement with the County; and,

WHEREAS, Sarrell desires to continue leasing the Property from the County for a professional, commercial business dealing primarily in providing dental and/or vision services, and all lawful operations reasonably incidental or associated thereto; and,

WHEREAS, the County Commission finds the Property is not otherwise being used by the County and is surplus property; and,

WHEREAS, as such real property is surplus property of the County a Lease Agreement is before the County Commission in substantially the form as attached hereto as "Exhibit A" for the Property to be leased to Sarrell for the rent, term, and obligations stated therein; and,

WHEREAS, upon motion having been duly made by Commissioner Steve Turner, and seconded by Commissioner Daryl Sammet, to declare the Property surplus property of the County and to lease the Property to Sarrell under the terms stated in the attached lease, and with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 4 to 0;

THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION that the Chairman of the Limestone County Commission and County Administrator shall be authorized to further execute any and all documents and instruments that may be necessary to enter the Lease Agreement with Sarrell, including the making of any modifications to language of the lease, upon advisement of legal counsel, that may be inconsequential to the substantive matters of the lease as to rent, term, or obligations herein approved.

The authority granted herein shall be in force and effect immediately upon passage of this Resolution.

ADOPTED AND APPROVED this 3rd day of February, 2020.

Limestone County Commission Chairman

ATTEST:

County Administrator

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STATE OF ALABAMA LIMESTONE COUNTY

LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made, entered into, and effective the 1st day of February, 2020, by and between the Limestone County Commission, as the governing body of Limestone County, Alabama (hereinafter referred to as the "Landlord"), and SARRELL REGIONAL DENTAL CENTER FOR PUBLIC HEALTH, INC., an Alabama not for profit corporation (hereinafter referred to as the "Tenant").

In consideration of the mutual covenants and promises herein contained, IT IS HEREBY AGREED between the parties as follows:

1. PREMISES.

Landlord hereby rents unto the Tenant, and the Tenant hereby leases from the Landlord, that certain property being a commercial building, parking lot, and remaining real property located at 310 W. Elm St., Athens, Alabama 35611, "AS IS", and more particularly described as follows:

2. TERM OF LEASE.

The term of this Lease shall be for sixty (60) months commencing on February 1, 2020 and terminating on January 31, 2025. Tenant shall have the option to extend this Lease Agreement for up to two additional twenty four (24) month terms each, for the rent provided for herein, by Tenant giving notice, in writing, to Landlord at least ninety (90) days' prior to the end of the current lease term of its intent to renew. Failure of the Tenant to timely notify Landlord of the intent to renew shall waive any right to the opportunity to do so but shall not prohibit the Landlord from thereafter agreeing to do so. If Tenant exercises an option to renew, then, in such event, the Tenant shall be obligated for the payment of rent due through the date of termination of the extended lease term as provided for herein.

3. RENT.

The Tenant shall pay the Landlord rent pursuant to the following schedule:

(a) For the initial lease term the Tenant shall pay the sum of \$3,000.00 (Three Thousand Dollars) per month as rent.

(b) During the first renewal term the Tenant shall pay the sum of \$3,250.00 (Three Thousand Two Hundred Fifty Dollars) per month as rent.

(c) During the second renewal term the Tenant shall pay the sum of \$3,500.00 (Three Thousand Five Hundred Dollars) per month as rent.

4. COVENANTS OF THE TENANT.

The Tenant shall:

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- (a) Pay the rent at the time and place and in the manner aforesaid.
- (b) Use and occupy the Premises in a careful and proper manner.
- (c) Not commit any waste.
- (d) Not use or occupy the Premises for any unlawful purposes.
- (e) Be responsible for any damage or destruction to the Premises caused by the Tenant or his invitees.
- (f) Except as provided otherwise herein, make all necessary repairs to, and keep in good condition, the building and the existing heating, air conditioning, plumbing and electrical systems.
- (g) Except as provided otherwise herein, not make any alterations or improvements to the Premises without first obtaining the written consent of Landlord.
- (h) Tenant shall insure that all of its guests and invitees shall abide by the same agreements contained herein, and Tenant shall be responsible for all actions of such guests or invitees in violation hereof.

5. ENVIRONMENTAL COVENANTS OF TENANT.

Tenant shall not allow any activity to be conducted on the Premises or any structure thereon that will produce any hazardous substance, except for such activities that are part of the ordinary course of Tenant's permitted and lawful business activities, and provided said permitted activities are conducted in accordance with all environmental laws, including Tenant having first obtained all necessary permits required for any such activities; and, further, the Premises shall not be used in any manner for the storage of any hazardous substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's permitted and lawful business activities, and provided such storage is in accordance with all environmental laws. Notwithstanding any other provision in this Lease, and/or in addition thereto, Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency in connection with the activities and materials permitted herein, and Tenant agrees to indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses (including Landlord's reasonable attorney fees to the extent permitted by law), damages and obligations arising from or as a result of Tenant's storage, use, or production of hazardous substances on the Premises. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

Further, Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute or with the passage of time may constitute a public or private nuisance; and, Tenant will not permit any hazardous substances to be brought into the Premises except for the permitted materials described above. If so brought or found located thereon, the same shall be immediately removed with proper disposal and all required cleanup procedures shall be diligently undertaken pursuant to all environmental laws. Upon prior notice and during normal business hours, Landlord or Landlord's representative shall have the right but not the obligation to enter the Premises for the purpose of inspecting the storage, use and disposal of permitted materials, and if such permitted materials are being improperly stored, used or disposed of, then tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within twenty-four (24) hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the Lease and/or Lease Term the Premises are found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost in accordance with the procedures enacted for such cleanup under any and all applicable environmental law(s).

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6. USE OF PREMISES.

It is understood and agreed by and between the parties hereto that the intended use of the Premises let shall be for a professional, commercial business dealing primarily in providing dental and/or vision services, and all lawful operations reasonably incidental or associated thereto. In the event Tenant ceases to use the Premises for an approved purpose, uses the Premises for any purpose prohibited by law, or uses the Premises in any other manner without the express consent of the Landlord, this Lease may be terminated by the Landlord and the Landlord shall have the right to demand the Premises revert to the Landlord.

No material changes in the use, occupation or operations in or on the leased Premises shall be made without first obtaining the written consent of the Landlord, and no change in the method of operation which results in an increased hazard by fire, explosion or otherwise shall be made without first obtaining the written consent of the Landlord. Tenant shall not use the Premises for any unlawful or immoral purposes.

7. MAINTENANCE BY TENANT.

Except as otherwise provided in this lease, as to any structures on the Premises:

(a) The Tenant shall be responsible for the maintenance, repair, and upkeep of the electrical, lighting, heating, cooling, hot water heater, toilet, faucet, sewer/septic system, and other such heating, cooling, plumbing and electrical systems, and Tenant shall maintain and keep in good order and repair all such systems; and, Tenant shall further be responsible for maintaining the grounds and landscaping, and keeping the parking lot free of debris and trash.

(b) The Landlord shall be responsible for the roof and exterior roof drainage system (including components of the system within the exterior walls), interior structure of structural walls (but not wall coverings), exterior walls, and any repair, patching, or repaving of the parking lot, though neither windows nor glass doors are regarded as walls for the purpose of this paragraph. Tenant shall contact Landlord as soon as possible regarding any believed damage and/or need for repair and/or evaluation for replacement of the roof, interior structure of a structural wall, an exterior wall, or any repair, patching, or repaving of the parking lot. If Landlord is not immediately available, Tenant shall leave a voice message, email, or other written notification for Landlord.

(c) In addition to Tenant's obligations to maintain and keep in good order and repair the leased Premises in (d) below, during the life of this Lease, including any renewal term provided for herein, Tenant shall be responsible for the replacement of any heating and/or cooling units and systems, any electrical wiring within interior walls and ceilings, and any septic, sewer, and water lines that provide service to the Premises up to a total cost of \$25,000.00 (Twenty-Five Thousand Dollars and No/100's); provided however, the cost of any such repairs, maintenance or replacement required to any such roof, exterior roof drainage system (including components of the system within the exterior walls), interior structure of structural walls, exterior walls, parking lot, heating and/or cooling units and systems, electrical wiring within interior walls and ceilings, and septic, sewer, and water lines that provide service to the Premises resulting from the misuse, negligence or willful act of Tenant, its customers, or its licensees, agents, servants or employees, shall be borne by Tenant in full and shall not apply against the total cost set forth herein. As to any such replacement, Tenant shall contact Landlord as soon as possible regarding any believed damage and/or need for repair and/or evaluation

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for replacement of any roof, exterior roof drainage system (including components of the system within the exterior walls), heating and/or cooling units and systems, any electrical wiring within interior walls and ceilings, and any septic, sewer, and water lines that provide service to the Premises, which replacement and work regarding same shall be approved by Landlord. If Landlord is not immediately available, Tenant shall leave a voice message, email, or other written notification for Landlord.

(d) Excepting damage by fire or other cause and any repairs or replacements which are the obligation of Landlord, Tenant shall maintain and keep in good order and repair the leased Premises and all interior non-structural maintenance, including, but in no way limited to, Tenant maintaining and keeping in good working condition all electrical outlets, interior and exterior lighting, replacing all light bulbs and ballasts, maintaining and keeping in good repair carpet, floor coverings, ceilings, and interior paint and wall coverings, maintaining fire extinguisher(s) and exit(s) as required by law and regulation, maintaining and keeping in good working condition all interior plumbing fixtures, sinks, faucets and toilets, and being responsible for any clogged septic or sewer lines from Premises to either a septic system or city main, and being responsible for changing air filters and routine servicing, and Tenant's failure to do so shall cause Tenant to be responsible for any resulting damage to any system.

(e) Tenant shall keep, and provide to Landlord upon reasonable request, documentation sufficient to show its compliance with the terms herein regarding its obligations for maintenance, upkeep, repairs, replacements, and notifications to Landlord, and except for routine maintenance, upkeep, and housekeeping, all repairs and replacements must have Landlord's approval, which approval shall not be unreasonably withheld, and Landlord shall be provided a copy of all invoices, payments, and reports of each such occurrence.

(f) Excluded herefrom shall be any repairs or replacements resulting from an insurable loss, the cost of which is covered by insurance proceeds and for which neither Tenant nor Landlord would be directly responsible.

8. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

Tenant shall not create any openings in the roof, interior walls, or exterior walls, nor make any structural alterations, additions or improvements to the exterior or interior of the Premises, and will not otherwise deface or alter either the interior or exterior of the building without prior written consent of Landlord. Tenant shall provide Landlord plans, detail drawings, sketches, renderings, and any other such documents as may be requested by Landlord for Landlord's approval of, and consent to, any such interior or exterior structural alterations, additions or improvements to the Premises, including any and all documentation requested to show that any such alterations, additions or improvements meet all applicable building and occupancy codes, whether federal, state or local. Any such alterations, additions or improvements shall be at the sole expense of the Tenant and remain as an improvement and/or fixture to the Premises after the termination of this Lease, except as may be otherwise agreed by the parties.

9. TENANT'S EQUIPMENT.

Tenant shall have the right at all times to install equipment and other necessary items to the interior of the Premises provided that Tenant first receives written approval of Landlord and Tenant complies with all applicable governmental laws, ordinances and regulations. Tenant shall have the right to

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remove at the termination of the lease such items so installed; however, Tenant shall, prior to the termination of this lease, repair any damage caused by such removal.

10. TRADE FIXTURES.

Title to any trade fixtures, furniture, furnishings, signs, equipment, machinery, inventory and any and all other such items of personal property of Tenant shall remain in Tenant, and Tenant alone shall be entitled to claim depreciation therefor. However, Tenant agrees to repair any damage to the Premises caused or occasioned by the removal of any such trade fixtures, including, but not limited to, furniture, furnishings, signs, equipment, inventory, and any and all other such items of personal property placed in, on or about the premises by Tenant or by Tenant's agents, representatives, employees, licenses, or guests.

11. INSURANCE.

Landlord will carry such insurance as Landlord deems necessary on the Premises hereby let with loss payable to Landlord. Tenant shall maintain in effect throughout the term of this lease insurance covering its obligations under this lease of the Premises and its appurtenances and liability insurance in the minimum amount of \$1,000,000.00 for injury to or death to any one person and \$1,000,000.00 for injury or death of any number of persons in one occurrence, property damage liability insurance for damage to the property of others in the amount of at least \$1,000,000.00, per occurrence, and a minimum limit of \$2,000,000.00 general aggregate and an umbrella policy with a minimum additional coverage of \$1,000,000.00. Such insurance shall specifically insure Tenant against all liability assumed by it hereunder, as well as any liability imposed by law, and shall insure both Landlord and Tenant, and shall be endorsed so as to create the same liability on the part of the insurer as though separate policies have been written for Landlord and Tenant. The policies of insurance referred to in this section shall be written in form satisfactory to Landlord and by an insurance company or companies satisfactory to Landlord. Landlord may inspect such policies as they may request, and in the event of failure of Tenant to effect such insurance, or to pay for the same, Landlord shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Landlord with the next installment of rent, and failure to repay the same shall carry with it the same consequence as failure to pay any installment of rent. Each insurer referred to shall agree by endorsement on the policy or policies, or by independent instrument, that it will give Landlord no less than ten (10) days written notice before the policy or policies in question shall be amended, cancelled or non-renewed. Tenant shall keep and provide to Landlord annually no later than the lease anniversary date, and otherwise upon reasonable request, documentation sufficient to show its compliance with the terms herein, and, except as otherwise agreed to herein, Tenant shall have no obligation to insure the Premises or the building itself.

TENANT SHALL HAVE THE SOLE OBLIGATION FOR ANY INSURANCE OF ITS PERSONAL OR OTHER PROPERTY LOCATED ON THE PREMISES.

12. UTILITIES.

Tenant shall arrange for and bear the cost of all utility services of every kind furnished to the leased Premises during the term of this lease or any extension thereof, specifically including, but not limited to, electricity, natural gas, water, sewer, phone, television, and/or internet.

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13. FIRE AND CASUALTY DAMAGE.

If the leased Premises shall, without fault of Tenant, be destroyed by fire or other casualty, or be so damaged thereof as to become wholly or partially untenable, Landlord may, by written notice delivered to Tenant within 30 days after such destruction or damage, elect whether or not to rebuild or repair. In the event the Landlord elects to rebuild or repair, this lease shall remain in full force and effect and Landlord shall rebuild or repair the leased Premises within a reasonable time after such election. For that purpose, Landlord may re-enter the Premises, and rent shall abate during the term the Premises are untenable. If Landlord does not elect to rebuild or repair, Landlord shall have possession of the leased Premises. Tenant shall deliver and surrender to Landlord such possession and this lease shall become void and the term hereby created shall end. On such delivery or surrender being made or on the recovery of the Premises by Landlord, but not before such time, the obligations to pay rent shall cease.

14. DEFAULT.

If Tenant shall allow the rent to be in arrears more than thirty (30) days or shall remain in default under any other condition of this lease for a period of thirty (30) days, or should any other person than Tenant secure possession of the leased Premises by any manner whatsoever, except by approved sublease, Landlord may, at their option, without notice to Tenant, terminate this lease or, in the alternative, Landlord may re-enter and take possession of said leased Premises and remove all persons and property therefrom without being deemed guilty of any manner of trespass, and Landlord may re-let the Premises or any part thereof, for all or part of the remainder of said term, to a party satisfactory to Landlord and at such monthly rental as Landlord may, with reasonable diligence, be able to secure. Should Landlord be unable to re-let after reasonable efforts to do so, or should such monthly rental be less than the rental Tenant was obligated to pay under this lease, plus the expense of preparing for and re-letting, then Tenant shall pay the amount of such deficiency to Landlord.

15. REMEDIES UPON DEFAULT.

In the event of default by the Tenant, the Landlord shall have the right to:

- (a) Enter the Premises and take possession of the same. Nothing contained herein shall require the Landlord to re-enter and repossess the Premises upon default.
- (b) Re-let the Premises upon repossession for such term, which may be greater than or less than the term of this Lease, on such conditions, including rent, as Landlord may determine best, and recover from Tenant the difference, if any, between the new rent and the rent due from Tenant hereunder as if this Lease were still in effect. Landlord shall not be liable for the failure to re-let the Premises.
- (c) Recover from the Tenant all sums due the Landlord by Tenant under this Lease up to the date of re-entry and repossession by the Landlord.
- (d) Recover from the Tenant damages for Tenant's default.

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In addition to the foregoing, to the extent allowed by law the Tenant shall pay to the Landlord all costs, including a reasonable attorney's fee, incurred by the Landlord in enforcing or attempting to enforce the provisions of this Lease upon any default of the Tenant.

16. CONDEMNATION.

If, during the term of this lease or any extension of the term hereof, all or a substantial part of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right to eminent domain or is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent and all other charges shall be abated during the unexpired portion of this lease, effective as of the taking of said property by the condemning authority, and all proceeds from the condemnation or taking shall be divided between the parties hereto as their interests may appear or as a court of competent jurisdiction determines.

17. INSPECTION/RIGHT OF ENTRY.

Tenant shall permit Landlord and its agents to enter into and upon the leased Premises at all reasonable times for the purpose of inspecting same or for the purpose of maintaining or making repairs or alterations, and Landlord shall also have the right to enter upon the Premises, with reasonable notice to Tenant, to show same to a prospective purchaser or tenant, as the case may be, and if to show the Premises, Landlord agrees to enter the Premises at such time and in such manner as may be reasonably possible to avoid any interruption of Tenant's business operations. Consistent therewith, Landlord shall further have the right to list the property for sale and/or lease during the lease term, and to market such sale and/or lease as may be reasonable, including the placement of signage at the Premises, but in such matter as reasonably possible to avoid any interruption of Tenant's business operations.

18. TIME.

Time is of the essence of each and every provision hereof.

19. AMENDMENT.

This lease may be modified or amended only by a writing duly authorized and executed by both Landlord and Tenant. It may not be amended or modified by oral agreements or understanding between the parties unless the same shall be reduced to writing duly authorized and executed by both Landlord and Tenant.

20. SOLE AGREEMENT.

This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within.

21. ASSIGNMENT.

This Agreement shall not be assigned by Tenant to any other person or entity without the express written consent and agreement of the Landlord, though Tenant may assign this Lease to any affiliate or parent company of Tenant contingent upon Tenant giving Landlord at least sixty (60) days' notice

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of such assignment with verification of such affiliation and/or business relationship between Tenant and the assignee.

22. NOTICES.

Any notices required to be given by Tenant hereunder shall be addressed to the Landlord at the address indicated in Section 3, where payment is to be made, and any notices required to be given by Landlord to the Tenant shall be at the address of the Premises.

The parties hereto shall have the right from time to time to designate different addresses than those above given, by giving written notice to the other party designating such new address.

Any notice or demand which is required or which may, under the terms of this Lease Agreement, be given by either party to the other shall be in writing and shall be deemed given to the party to which such notice or demand shall be directed when the same is hand delivered or deposited in the United States mail, postage prepaid, and sent by certified or registered mail, return receipt requested, addressed to such party at the address above given, or such other address as such party may, from time to time, designate in accordance with the provisions thereof.

23. MISCELLANEOUS.

(a) This Agreement:

- (i) Shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns.
- (ii) Contains the entire agreement of the parties and there are no covenants, representations or warranties made unless contained herein.
- (iii) Shall be governed by the laws of the State of Alabama.

(b) Whenever context permits, words used in the singular shall be expanded to mean the plural and words used in the plural shall be restricted to mean the singular; and pronouns of one gender or number shall include pronouns of a different gender or number.

(c) The captions used herein are for the convenience of the parties and do not constitute a part of the Lease Agreement.

(d) The invalidity of any one or more provisions of this Lease shall not affect the validity of the other provisions hereof.

(e) The waiver by the Landlord of any of its rights under this Agreement on any one or more occasions shall not constitute a waiver on any subsequent occasion.

(f) Time is deemed to be of the essence.

(g) Landlord may assign this lease without consent of Tenant.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease as of the date and year first above written.

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LANDLORD:

LIMESTONE COUNTY

COLLIN DALY, CHAIRMAN

DATE: _____

TENANT:

**SARRELL REGIONAL DENTAL CENTER
FOR PUBLIC HEALTH, INC.**

BY: _____
Signature

DATE: _____

PRINT NAME: _____

ITS: _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Daryl Sammet, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to hire Ethan Wilson as Equipment Operator I in District 2.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Daryl Sammet to promote Hunter Gatlin and Travis Austell to Equipment Operator II in District 3.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Daryl Sammet, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Daryl Sammet to approve Family Medical Leave for Sharon Cockrell beginning February 6 to 24, 2020.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Daryl Sammet, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Jason Black to approve Family Medical Leave for Lori Mooneyham beginning January 15 to March 5, 2020.

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to approve to increase compensation for the HVAC Technician.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Hope Beaty	Title Clerk	2/05/20
Michael S. Black	Equipment Operator III	2/28/20
William K. Chandler	Corrections Officer	2/05/20
Danny Craig	Deputy	2/01/20
April Davis	Assistant Archivist	2/08/20
Debra Davis	Chief Clerk	2/03/20
Sandra Gaines	Title Clerk	2/08/20
Chad Kilgore	Litter Patrol – District 3	2/21/20
Daphne Kilpatrick	EMA Clerk	2/01/20
Blake McMahan	Sign Tech	2/04/20
Ben Pepper	Mechanic	2/28/20
Shelly Posey	Corrections Officer	2/19/20
Ricky Vining	Equipment Operator II	2/04/20
Dennis Wallace	Equipment Operator III	2/06/20
Y. Denise Williams	Title Clerk	2/25/20
Stephen Young	Communications Lieutenant	2/03/20

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Daryl Sammet, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Daryl Sammet to approve the following subdivisions:

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Name	S/D Type	Approval Type	Lots	District	Location
Hamlin & Gates Sub. Phase II	Minor	Preliminary & Final	7	2	West side of Newby Chapel Rd Approx. 900' north of St. John Rd
The Ridge Phase 3	Major	Preliminary	19	2	The end of Landview Lane
Legacy Grove Add. 11	Major	Preliminary	46	2	East side of Mooresville Rd

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Daryl Sammet, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Daryl Sammet to approve to sell the following on GovDeals:

Department	Item
District 4	Aluminum bridge removed from Chapman Hollow Road

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Jason Black to approve the 2020 bingo permit for V.F.W. Post 4765.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

Commissioner Sammet reported his crew has been replacing a lot of metal tile that has fallen. Today his crew is replacing a large metal tile on Shipley Hollow Road. He mentioned the vegetation spraying program and asked property owners if they don't want their lots sprayed, they need to put out no spray signs big enough that the drivers can easily recognize. He wanted property owners to know if lots are not maintained, the county would come back and spray it as necessary.

Commissioner Turner reported his crew is putting in pipe on four driveways on St. John and Newby Chapel Roads. He reported rusted out metal pipe under Pepper Road that needs to be replaced when there is a break in the rainy weather. He echoed Commissioner Sammet about putting out no spray signs.

Commissioner Black reported his crew is doing routine work this week and servicing vehicles to get them ready for the spring. He said he may sell some existing bush hogs and tractors. He is looking to sell or trade them in to make a little money, plus be able

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to purchase two new tractors and two new bush hogs. He would like to keep new equipment rotated in to keep maintenance cost low.

Commissioner Harrison said Chapman Hollow Road has been reopened. He said the objective was not to prevent the water from coming over the road on those low spots from Highway 99 to Chapman Hollow Bridge and from there to the north end of the bridge. It was a 10-ton bridge that was lowered down to a 3-ton limit a few weeks ago. The load limitation of the bridge prevented school buses, concrete trucks and heavy loads from going over the bridge. The objective was to remove the bridge and have a double lane there that you can go across non-load limited culverts. He said, "It's a vast improvement over what was there."

Chairman Daly announced Adam Smith is leaving the News Courier. He thanked him for his service and wished him well in his next endeavor. The Chairman announced the Census will be accepting applications through February for workers. He said the Census is vital to this county and to the whole state.

Adjourned at 10:14 a.m. until 10:00 a.m. on Wednesday, February 12, 2020, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.