

ADAIR COUNTY COMMISSION MINUTES
MONDAY, JULY 12, 2021
3RD DAY JULY REGULAR

The Adair County Commission convened at 8:30 a.m. on July 12, 2021, in the Courthouse at Kirksville. Presiding Commissioner Shahan was present; Commissioner Thompson was present for the 1:30 p.m. meeting and Commissioner King was absent.

Presiding Commissioner Shahan and Commissioner Thompson met with Charlie Zitnik. Mr. Zitnik wanted to discuss dates for mobilization and end construction dates for Phase I.

Commissioner Shahan stated that CTS Group indicated they would begin installing the geothermal unit sometime in August. Along with that work would be window replacement, roof replacement, and tuckpointing of the structure. A tentative end date for Phase I is February 2022. Cost for Phase I is \$3,899,529.00. Phase II will consist of renovations to the interior of the Courthouse.

Commissioner Thompson asked Mr. Zitnik of ideas on how to explain to the public of the added costs to the original estimate. It appears that expenses are climbing to an estimated 8+ million dollars from 3-5 million dollars for the entire project. CTS Group has reported increased costs of materials. The HVAC system alone will be 1.9 million dollars of the project. Phase II will consist of renovations to the interior of the Courthouse. Costs for Phase II have not been discussed with CTS Group.

Mr. Zitnik said Commissioner Thompson could mention positive aspects of the project such as a low interest rate for borrowing money and getting improvements done now as opposed to later with even more added expense.

Commissioner Shahan was concerned of the escalating costs they were facing. They could maximize some costs by breaking jobs into smaller pieces and we do them as opposed to working through the contractor. He said they should only construct what they think the County can afford.

Mr. Zitnik thanked the Commission for their time and will stay connected with them on how the project is progressing.

The Adair County Commission adjourned at 2:30 p.m. on July 12, 2021.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, July 12, 2021:

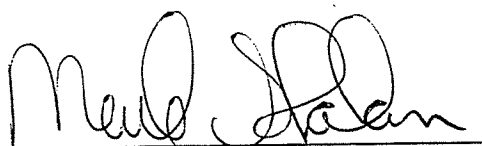
None

IN REF. ORDER NO 7 Fully Executed Public Defender's Lease signed 6-23-21

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ATTEST:

County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

MONDAY, JULY 12, 2021

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RECEIVED
JUL 13 2021
ADAIR COUNTY CLERK

LEASE
Between
LESSOR- CRIST PROPERTIES, LLC
LESSEE- THE COUNTIES OF ADAIR, SCHUYLER, SCOTTLAND, AND KNOX

THIS LEASE, made and entered into on July 1, 2021 by and between Crist Properties, LLC hereinafter called the Lessor, and the Counties of Adair, Schuyler, Scotland and Knox Counties, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the aforesaid Counties comprise "Area 02" of the Missouri State Public Defender System; and

WHEREAS, said Counties, pursuant to Section 800.040 Missouri Revised Statutes, are required to provide office space for the Public Defender's Office serving Area 02; and

WHEREAS, the parties hereto desire to enter into a lease and agreement to provide for such space;

WITNESSETH: That the parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

- The Lessor leases unto the Lessee the property located at 905 E. George Street, Kirksville, Missouri hereinafter called the "premises and containing approximately 2,000 net rentable square feet, beginning July 1, 2021 and ending June 30, 2021 for the initial period of this lease. The Lessor will also provide 7 paved parking spaces for the District 02 Office.
- In the event the Lessee remains in possession of the premises after June 30, 2021, without executing a new Lease, the Lessee shall be deemed to be occupying the premises as a lessee from month-to-month. The parties, therefore, will be subject to existing provisions of law and all of the conditions of this Lease insofar as they are applicable to a month-to-month tenancy. The Lessee agrees to pay the rental rate applicable on June 30, 2021, on a monthly basis until the Lessor and Lessee execute a new Lease, or the premises is vacated, whichever is sooner.
- The Lessee shall pay as rent therefore \$1700.00 per month. Said rent shall be due and payable quarterly in advance. Said rent shall be payable in advance upon prior invoices submitted by Lessor. Each Lessee is responsible for the portion of rent designated in the table below. The 2020 population census was utilized in determining the pro rata share of each county.

COUNTY	CURRENT QUARTERLY PAYMENT	2020 POPULATION	% OF DISTRICT POPULATION	NEW QUARTERLY PAYMENT	QUARTERLY DIFFERENCE
ADAIR	\$2920.07	25,369	65.43%	\$1,324.91	\$416.86
KNOX	\$509.85	3,847	10.18%	\$519.18	\$19.33
SCHUYLER	\$487.52	4,555	11.75%	\$599.12	\$111.73
SCOTTLAND	\$581.56	4,902	12.64%	\$644.64	\$63.08
	\$4500.00	38,773	100%	\$5100.00	\$600.00

- The Lessor agrees to pay for all utilities including electricity, central heat, central air conditioning, water and sewer and trash removal. The Lessor agrees to pay for the general maintenance of the building.
- The Lessor agrees to direct and pay for the removal of snow and ice from the parking area and to provide and pay for general lawn care including lawn mowing and weed eating.
- The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessor's business and said systems shall remain the property of the Lessee.
- The Lessor shall maintain the premises in good repair and habitable condition. The Lessor shall change HVAC filters and provide light bulb maintenance, fixtures, and any other property furnished by the Lessor to the Lessee under this Lease. The Lessor agrees to provide and pay for effective and safe pest control (insect or rodent). For the purpose of so maintaining the premises and property, the Lessor may, at reasonable times, with the approval of the Lessee's authorized representative, enter and inspect the premises and make any necessary repairs.
- In the event the premises fall into disrepair or uninhabitable condition arising from the Lessor's failure to perform maintenance as required, such that the Lessee or its employees' ability to safely or comfortably conduct business is substantially impaired, the Lessee shall notify the Lessor in writing of the general nature of the disrepair or uninhabitable condition. Lessor shall have a sixty (60) consecutive calendar day period to repair the premises or restore the premises to a habitable condition. If the premises are not repaired or restored to a habitable condition within this sixty (60) day period, the Lessee may, at its option, either: (1) Take measures to correct the disrepair or uninhabitable condition in compliance with applicable Missouri law and procedures governing the same and abate the cost of such corrective measures from the rent otherwise due without prejudice to other judicial remedies the Lessee may seek, or (2) Exercise the option to terminate this Lease without additional notice, vacate the premises, and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by the Lessee in vacating the premises and in finding a new location, or (3) Withhold all rental payments pending correction of the disrepair or uninhabitable conditions.
- The Lessee agrees to pay for any damage to the premises caused by the acts of the Lessee or its employees, except for ordinary wear and tear. Lessee shall not be responsible for or pay for any ordinary wear and tear.

- If the premises are damaged or destroyed by fire or other casualty so as to render the premises uninhabitable, the rent shall be reduced proportionately according to the usable square feet remaining on the premises as determined by the Lessor and the Lessee until the premises are restored by the Lessor. The Lessor shall not be obligated to repair or restore the premises in the event of such damage. However, the Lessor shall notify the Office of the Public Defender in writing of its intent concerning repair and restoration of the premises within fifteen (15) consecutive calendar days after the date of such damage. In the event the Lessor elects not to repair or restore the premises, or in the event the Lessor elects to repair or restore the premises and they are not restored to a condition substantially as good as prior to such damage within sixty (60) consecutive days from the date of such damage, the Lessee may, at its option, terminate the Lease by giving the Lessor ten (10) consecutive calendar days written notice of its intent to do so, and the Lessor shall return to the Lessee any rent paid in advance for the period subsequent to the effective date of said notice.
- The Lessor agrees that so long as Lessee fully complies with all the conditions of this Lease, the Lessee shall peacefully and quietly have, hold and enjoy the premises for the period of this Lease. Anything to the contrary in this Lease notwithstanding, the Lessor covenants and represents that Lessor has full right, title, power, and authority to make, execute and deliver this Lease.
- The Lessor shall carry at Lessor's own expense, adequate fire and extended coverage insurance on the premises during the period of this Lease, including the initial period and any renewal periods. Lessor shall furnish evidence of such insurance to Lessee upon written demand by Lessee. If Lessor fails to furnish evidence of such insurance within twenty (20) consecutive days of receipt of the Lessee's written demand of said evidence, Lessee may, at its option, terminate this Lease without additional notice, vacate the premises and recover any rents paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by the Lessee in vacating the premises and in finding a new location.
- The Lessor shall indemnify and hold the Lessee harmless from all liabilities, charges, expenses (including counsel fees), and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the premises at the time of the injury, unless the said dangerous condition shall have been caused or created by, or have resulted from the negligent or wrongful act or omission of an employee of the Lessee within the course of his employment. Lessee shall indemnify and save harmless the Lessor against and from any and all claims, demands, judgments, interests and costs and costs of action by or on behalf of any person or persons, corporation or corporations, or governmental authority arising from the conduct of management of, or from, any work or thing whatsoever done by the Lessee in or about the leased premises and property of any part thereof. Therefore, the Lessee agrees to furnish, for the benefit of the Lessor, public liability insurance against liability, loss or expense or damages by reason of any accident upon the leased premises and the parking lot and sidewalks adjacent thereto. This provision for public liability insurance shall be satisfied by proof that the State of Missouri - Office of State Public Defender, its agencies, officials and

employees are protected from causes of action under Missouri law and all other courts of competent jurisdiction to the extent defined by the State Legal Expense Fund, Chapter 105.711 RSMo.

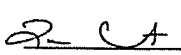
- Any notice by Lessor concerning this Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to the Office of the Public Defender. Any notice by Lessee concerning this Lease shall be deemed sufficient if sent by the Office of the Public Defender, by certified mail, return receipt requested to PO Box 676, Kirksville, MO 63501. (Telephone: 660-665-5644)
- Any concerns of the Lessor regarding the daily operations of the Lease shall be directed to the Office of the Public Defender, 1000 West Nifong, Building 7, Suite 100, Columbia, MO 65203.
- It is understood between the parties that monies to fund rental and all other payments due under this Lease are annually budgeted by the Counties. Should monies not be appropriated to fund this Lease, the Counties agree to give the Lessor ninety (90) days prior notice of its intent to terminate this Lease.

In the event the State of Missouri terminates State funding for the Office of State Public Defender, the Counties shall have an option (the "Termination Option") to terminate this Lease on a date set forth in Lessee's notice exercising the Termination Option. The Termination Option is granted subject to the following terms and conditions: (i) Lessee providing Lessor with a written notice of Lessee's election to exercise the Termination Option, which notice is given not later than ninety (90) days prior to the Lessee's proposed termination date.

- The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties of this Lease, their respective successors, administrators, executors, and assigns.
- Signatories appear below.

IN WITNESS WHEREOF, we have hereunto affixed our signature this 12th day of July, 2021.

LESSOR:


Crist Properties, LLC

Continued on page 326.

ATTEST:

County Clerk

Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
MONDAY, JULY 12, 2021

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SCOTLAND COUNTY COMMISSION
BY: Aune Edding
BY: Bruce Rockwell
BY: David Hays
DATE: 6-24-2021

*Additional \$62.08 for Quarter
3 & 4 2021 will be paid by MSAD
to last properties.*

LESSEE:
KNOX COUNTY COMMISSION
BY: [Signature]
BY: [Signature]
BY: [Signature]
DATE: 25 June 2021

LESSEE:
SCHUYLER COUNTY COMMISSION
BY: [Signature]
BY: [Signature]
BY: [Signature]
DATE: 6/21/2021

LESSEE:
ADAIR COUNTY COMMISSION
BY: Mark Shahan
BY: [Signature]
BY: [Signature]
DATE: 6-23-2021

ATTEST: [Signature]
County Clerk

[Signature]
Presiding Commissioner, Mark Shahan