

ADAIR COUNTY COMMISSION MINUTES
MONDAY JANUARY 31, 2022
11TH DAY JANUARY REGULAR

The Adair County Commission convened at 8:30 a.m. on January 31, 2022, at their temporary office located in the records storage building at the Adair County Road and Bridge complex. All Commissioners were present.

At 11:00 am the Commission met with Shannon Howe, the engineer for the Hungry Hollow Road bridge. Mr. Howe had preliminary drawings for the bridge. The bridge will be sixty foot long and twenty-four foot wide. Mr. Howe advised the bridge would be put out for bid as soon as the final drawings were complete.

At 1:15 pm the Commission had a phone call with Howard Carter from Huber and Associates. Mr. Carter reviewed the status of the County's computer system. There was a server identified that still needed to be removed and the data moved to another County server. This would be completed after the Elected Officials move back into the Courthouse.

At 2:15 pm the Commission reviewed an ordinance to amend the current Equipment Lease Agreement. A motion was made by Commissioner Thompson to approve the ordinance. The motion was seconded by Commissioner Shahan. All Commissioners were in favor.

At 2:20 pm the Commission reviewed a petition to place a speed limit on Orrick Trl. And Cloud Trl. The petition was received at the Adair County Clerk's Office, on December 13, 2021 and they were able to verify the signatures of all but three of the residents through the voting rolls. A search through the Adair County Assessor's website verified the additional three signatures. The petition will be posted in three public places prior to its approval.

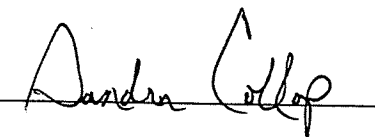
The Adair County Commission adjourned at 4:00 p.m. on January 31, 2022.

Unscheduled public walk-ins and other non-agenda items for January 31, 2022

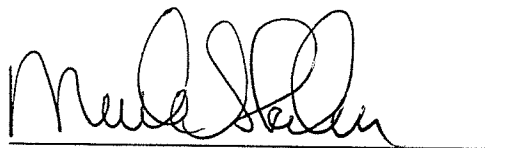
None

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ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

**ADAIR COUNTY COMMISSION MINUTES
MONDAY JANUARY 31, 2022**

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IN REF. ORDER NO 11 Ordinance No. 2022-1 Authorizing First Amendment to Equipment Lease Purchase Agreement

COUNTY OF ADAIR, MISSOURI
ORDINANCE NO. 2022-1

AN ORDINANCE AUTHORIZING ADAIR COUNTY, MISSOURI, TO ENTER INTO A FIRST AMENDMENT TO EQUIPMENT LEASE PURCHASE AGREEMENT WITH FIRST STATE COMMUNITY BANK; AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Adair County, Missouri (the "County") and First State Community Bank (the "Bank") have previously entered into an Equipment Lease Purchase Agreement dated October 12, 2021 (the "Original Lease"), in connection with the renovation, repair, improvement, furnishing and equipping of the Adair County Courthouse and its grounds; and

WHEREAS, the County finds and determines that it is necessary and desirable to enter into a First Amendment to Equipment Lease Purchase Agreement (the "First Amendment") and, together with the Original Lease, the "Lease" in order to amend certain terms of the Original Lease.


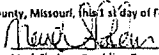
NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF ADAIR COUNTY, MISSOURI, AS FOLLOWS:

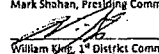
Section 1. Authorization and Approval of the First Amendment. The First Amendment is hereby approved in substantially the form submitted to and reviewed by the County on the date hereof and attached as Exhibit A hereto. The Presiding Commissioner is hereby authorized and directed to execute and deliver the First Amendment on behalf of and as the act and deed of the County.

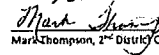
Section 2. Further Authority. The County will, and the Presiding Commissioner, the County Clerk and the other officials and agents of the County are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the County with respect to the Lease.


Section 3. Effective Date. This Ordinance will take effect and be in full force from and after its passage by the County.

PASSED by the County Commission of Adair County, Missouri, this 31st day of February, 2022.

 
Mark Shahan, Presiding Commissioner

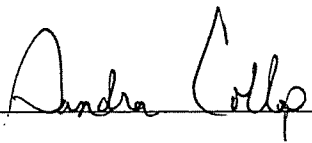

William King, 1st District Commissioner

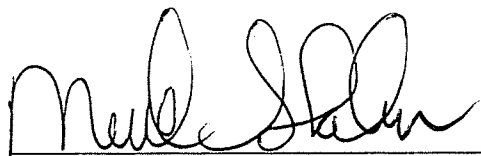

Mark Thompson, 2nd District Commissioner


Sandra Collop, Clerk of the County Commission

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ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
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IN REF. ORDER NO 12 First Amendment to Equipment Lease Purchase Agreement

EXHIBIT A
FIRST AMENDMENT TO EQUIPMENT LEASE PURCHASE AGREEMENT
(On file in the Office of the Clerk of the County Commission)

FIRST AMENDMENT TO EQUIPMENT LEASE PURCHASE AGREEMENT
BETWEEN
FIRST STATE COMMUNITY BANK,
As Lessor
AND
ADAIR COUNTY, MISSOURI,
As Lessee
Dated: February 1, 2022

FIRST AMENDMENT TO EQUIPMENT LEASE PURCHASE AGREEMENT
THIS FIRST AMENDMENT TO EQUIPMENT LEASE PURCHASE AGREEMENT (the "First Amendment"), dated February 1, 2022, is entered by and between FIRST STATE COMMUNITY BANK, a state-chartered bank organized and existing under the laws of the State of Missouri, as Lessor ("Lessor"), and ADAIR COUNTY, MISSOURI ("Lessee"), a public body corporate and politic duly organized and existing under the laws of the State of Missouri.
RECITALS:
1. Lessor and Lessee have previously entered into an Equipment Lease Purchase Agreement dated October 12, 2011 (the "Original Lease"), in connection with the renovation, repair, improvement, furnishing and equipping of the Adair County Courthouse and its grounds; and
2. Lessor and Lessee have found and determined that it is necessary and desirable to enter into this First Amendment (together with the Original Agreement, the "Agreement") in order to amend certain terms of the Original Agreement.
3. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Original Agreement.
NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:
Section 1. Amendment of Rental Payment Schedule. The Rental Payment Schedule attached to the Original Agreement as Exhibit A is hereby amended by deleting the existing Exhibit A and inserting in substitution thereof the Amended Rental Payment Schedule attached as Exhibit A hereto.
Section 2. Applicability of Original Agreement. Except as otherwise provided in this First Amendment, the provisions of the Original Agreement are hereby ratified, approved and confirmed.
Section 3. Construction. This First Amendment shall be construed and enforced in accordance with the laws of the State.
Section 4. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
Section 5. Binding Effect. This First Amendment shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
Section 6. Executions; Electronic Transactions. This First Amendment may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same lease. It is also agreed that separate counterparts of this First Amendment may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor and Lessee. Copies, including hardcopies, electronic files and other reproductions of original and executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 7. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Lessor certifies that it is not currently engaged in and shall not, for the duration of this First Amendment, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.
(Remainder of page intentionally left blank.)

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ATTEST: Andrea Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

FIRST STATE COMMUNITY BANK, as LESSOR

By: *Carl Gilliam*
Name: Carl Gilliam
Title: Vice President

[First Amendment to Equipment Lease Purchase Agreement]

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EXHIBIT A
TO FIRST AMENDMENT TO EQUIPMENT LEASE PURCHASE AGREEMENT
BETWEEN FIRST STATE COMMUNITY BANK, AS LESSOR, AND
ADAIR COUNTY, MISSOURI, AS LESSEE
AMENDED RENTAL PAYMENT SCHEDULE¹

Payment Date	Principal	Rate	Interest	Total P&I
10/12/2011				
3/1/2012	200,000.00	2.25%	22,562.18	222,562.18
9/1/2012	311,355.32	2.25%	87,750.00	419,105.32
3/1/2013	335,083.07	2.25%	84,022.25	419,105.32
9/1/2013	338,812.75	2.25%	81,252.57	419,105.32
3/1/2014	342,564.85	2.25%	76,440.47	419,105.32
9/1/2014	346,318.81	2.25%	72,585.50	419,105.32
3/1/2015	350,018.18	2.25%	68,687.14	419,105.32
9/1/2015	354,360.37	2.25%	64,744.95	419,105.32
3/1/2016	358,346.93	2.25%	60,758.39	419,105.32
9/1/2016	362,378.34	2.25%	56,726.98	419,105.32
3/1/2017	366,455.00	2.25%	52,650.23	419,105.32
9/1/2017	370,577.71	2.25%	48,527.61	419,105.32
3/1/2018	374,746.71	2.25%	44,358.61	419,105.32
9/1/2018	378,962.61	2.25%	40,142.71	419,105.32
3/1/2019	383,215.94	2.25%	35,879.38	419,105.32
9/1/2019	387,517.21	2.25%	31,568.09	419,105.32
3/1/2020	391,877.02	2.25%	27,208.30	419,105.32
9/1/2020	396,305.87	2.25%	22,799.45	419,105.32
3/1/2021	400,764.31	2.25%	18,341.01	419,105.32
9/1/2021	405,322.90	2.25%	13,832.42	419,105.32
3/1/2022	409,832.23	2.25%	9,273.09	419,105.32
9/1/2022	414,442.75	2.25%	4,662.57	419,105.32
Total	8,000,000.00		1,023,774.90	9,023,774.90

¹ To be revised by Lessor upon each additional advance in accordance with the terms of Section 4.1(c) and Exhibit B to the Original Agreement.

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ADAIR COUNTY, MISSOURI, as LESSEE:

By: *Mark Shahan*
Name: Mark Shahan
Title: Presiding Commissioner

[First Amendment to Equipment Lease Purchase Agreement]

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Above minutes as presented to the County Clerk:

ATTEST: *Dandra Collop*
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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