

**ADAIR COUNTY COMMISSION MINUTES
TUESDAY, OCTOBER 12, 2021
4TH DAY OCTOBER REGULAR**

The Adair County Commission convened at 8:30 a.m. on October 12, 2021, in the Courthouse at Kirksville. All Commissioners were present.

Commissioner King moved to accept a lease with the City of Kirksville to rent a six thousand square foot portion of the Cenveo building located at 3010 Industrial Road in Kirksville. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion. The lease begins October 15, 2021 and continues thru April 14, 2022. The space shall be used for the sole purpose and exclusive use of operating the Adair County Circuit Clerk's Office.

Documentation was signed for a request of funds from the Missouri Department of Economic Development Community Development Block Grant Program in conjunction with the Moberly Area Community College workforce development grant, project 2019-WF-07.

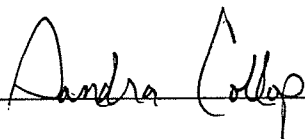
At 10:15 a.m., the Commission along with Human Resource Director, Heather Kelly, entertained a discussion regarding the addition of same sex marriage benefit coverage to the Adair County health care plan. The Commission will do research and base their decision on information they compile. They will also contact other counties for information regarding coverages in their policies.

At 11:00 a.m., the Commission met with members of CTS Technology for an update regarding the Courthouse renovation. Those present included Ryan Becker, Tim Shikles, and Jason Brushwood from CTS and David Geevan. Also present was John Smith of Anderson Engineering. Anderson Engineering was on site September 15, 2021, to perform a structural inspection of the courthouse. Mr. Smith presented a paper copy of the structural inspection to the Commission.

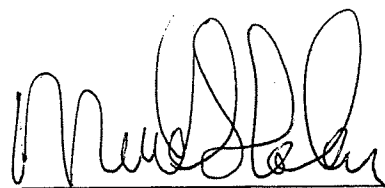
The non-destructive evaluation included a visual inspection of the accessible structural components of the building. First, a walk-through inspection of the interior was conducted. Then the building façade was inspected visually from the ground level and by using binoculars. Finally, the structural members in the attic area were inspected. No walk-through inspection on the roof was performed

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Recommendations are as follows but do not include repair items in the repair scope performed by CTS:

Immediate Repairs/ Actions –

- Repair the masonry column with missing brick sections inside the facility management office on the first floor by installing the missing bricks and replacing the deteriorated mortar and bricks. (Photo provided)
- Strengthen the distressed masonry corbel at the southwest corner of the main masonry piers inside the attic area by repairing the masonry deterioration and by installing Fiber Reinforced Cementitious Matrix (FRMC) using Sika CarboDur Grid M (Masonry System) (Photos provided)
- Strengthening the two roof supporting posts near the southwest end presenting splitting by adding supplemental wood sections (Photo provided)
- Strengthen the roof supporting truss near the southeast end by installing steel sections on the web and top chord members presenting splitting, and installing wood shims at the gap between the top chord and the web members (Photos provided)
- Remove any loose and delaminated stone surfaces from the façade to prevent the falling object hazard.
- Replace the broken and corroded drainpipe section near the north end inside the attic area (Photo provided)
- Replace the broken handrail post at the north elevation entrance (Photo provided)

Repair within one year –

- Repair the deteriorated brick walls inside the facility management room and attic area by tuckpointing the joints and replacing the deteriorated or missing bricks (photos provided)
- Repair the cracked stones at the balcony handrail connections (photo provided)
- Repair the isolated delaminated and cracked stones at all elevations (photos provided)
- Repair the deteriorated mortar joints at the north entrance stairs (phot provided)

Mr. Smith felt the building was found to be generally in good structural condition. However, multiple repair and maintenance items needed to be addressed promptly to insure the continued safe operation of the building. Current repairs looked good. It was noted that 88,000 pounds of weight had been removed off the roof from four layers of shingles.

A copy of the engineering report will be on file in the Adair County Clerk's office.

The Adair County Commission adjourned at 4:00 p.m. on October 12, 2021.

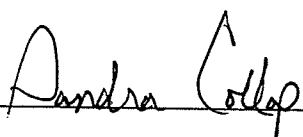
Unscheduled Public Walk-Ins and other Non-Agenda Items for Tuesday, October 12, 2021:

Chad Skinner – Property Line

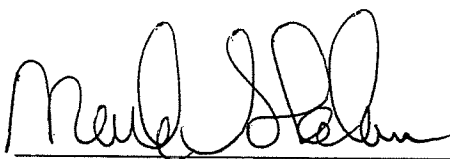
Brent Miller – Adair County Water

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IN REF. ORDER NO 8 Adair County Circuit Clerk Fees for September 2021

IN REF. ORDER NO 9 Lease Agreement with City of Kirksville for use of a portion of
3010 Industrial Road

LEASE AGREEMENT

This Lease Agreement entered into this 15th day of October, 2021, by and between the City of Kirksville, Missouri, a Missouri Third Class City, hereinafter referred to as the "City," and Adair County, Missouri, a Missouri Third Class County hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the City owns the building at 3010 Industrial Road hereinafter referred to as the "Facility"; and

WHEREAS, the City leases all but 6,000 square feet of office space to Central and

WHEREAS, the County desires to lease the available office space on a temporary basis to house the Circuit Clerk's Office while the Adair County Courthouse is being renovated; and

WHEREAS, the City has offered the use of this space, has indicated Central's need for the Circuit Clerk's Office to use this space, and both the City and County desire to enter into an agreement for leasing such space.

NOW, THEREFORE, the City and the Lessee do hereby agree as follows:

- 1. Description and Purpose.**
The City does hereby lease unto the County that area of the building located at 3010 Industrial Road the approximate 6,000 square foot of space available for use, hereinafter referred to as the "Premises." The Premises shall be used for the sole and exclusive use of operating the Circuit Clerk's Office. No other uses and no personal uses are permitted without the advanced express written consent of the City and the County.
- 2. Term.**
This Lease Agreement shall consist of multiple six (6) month lease periods to allow for the uncertain timeframe of construction to complete work at the Adair County Courthouse with the initial term to begin on October 15, 2021 and ending on April 14, 2022. Renewal options are specified in Section 11.
- 3. Payments**
A. Rent
As rent for the Premises for the base term, the County shall pay to the City \$1,000.00 each month for each month of each six (6) month lease period. Rent payments are due and payable

- B. Utilities/Expenses**
The Lessee is responsible for paying for the cost of utility services for the Premises.
- C. Utility Payment Upon Termination**
The County shall be responsible for paying the costs of the utilities for the County's portion of the Facility should the other tenant of the building, Central, request reimbursement.
- D. Communications Services**
The County is responsible for obtaining and paying for any telephone, facsimile, cable, internet, or similar services the County desires to have. These services are not provided by the City.
- 4. Compliance with Laws and Regulations**
The County hereby covenants to use the Premises in a manner which does not violate the laws of the United States, the State of Missouri, the ordinances of the City of Kirksville, and the laws or regulations of any other applicable governmental authority. The County hereby covenants to comply with any regulations we are or may be established by the City for the general convenience of all tenants of the Facility and the public.
- 5. Entry by the City**
The City has the right to enter onto the Premises at all reasonable times to ensure compliance with this Lease Agreement and to inspect the Premises for damages and to make any necessary repairs that are the City's responsibility provided a representative of the County Clerk's Office is present, except in the case of an emergency.
- 6. Maintenance and Repairs**
The County has inspected and knows the condition of the Leased Premises and accepts them in their present "As Is" condition, including all defects, latent or otherwise, arising as of the Commencement Date. The City hereby assigns to the County any and all warranties that it has with respect to the roof and all other improvements, on or about the Leased Premises.
A. The City shall clean the flooring throughout the leased premises prior to the commencement of this lease.

- B. The County shall be responsible for maintaining the Premises in such a state of repair as the Premises existed at the time of occupancy, normal wear and tear excepted. Any damage caused to the Premises as a result of the County's occupancy shall be repaired at the County's cost.**
- C. In the event the Premises and/or the Facility are so damaged as to require the Premises or the Facility untenable or unsafe as determined by the City, the County shall immediately move from the Premises and all requirements to make payments shall cease. However, this does not relieve the County of any responsibilities under the terms and conditions of this Lease Agreement for costs of repairs or damages caused by the County. In the event the Premises or the Facility is rendered untenable or unsafe through no fault of the County, the City will support the County's efforts in obtaining space of other facilities in order to ensure continued operations; however, in no event shall this support be construed as financial support.**
- 7. Alterations and Improvements**
The County shall not make any alterations or improvements to the Premises without the advance express written permission of the City, including any alterations or improvements that may be required as a result of their use of the Premises (i.e. construction of permanent partitions). Any alterations or improvements shall be paid for by the County, shall become property of the City, and shall remain with the Premises upon termination of this Lease Agreement.
- 8. Assignment**
This Lease Agreement and/or any responsibilities hereunder may not be assigned or sublet in whole or in part by either party without the advance express written permission of the other party.
- 9. Insurance**
The County shall at all times during the term(s) of this Lease Agreement maintain in full force and effect Comprehensive General Liability Insurance Coverage shall have minimum limits of \$2,000,000 per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include: Premises and Operations, Independent Contractors, Products and Completed Operations, Road Form Property Damage and A/CU Coverage, and a Contractual Liability Endorsement.
The City understands that the employees employed by through the office of the Circuit Court Clerk are employees of the State of Missouri, and that this entity is responsible for providing

Workers' Compensation and Business Auto Liability. Expected coverage from the State of Missouri mandatorily Employer's Liability with a maximum limit of \$1,000,000 for each accident and cover all employees meeting Statutory Limits in compliance with the applicable state and federal laws. Coverage shall have minimum limits of \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, including Owned, Hired, and Non-owned Vehicles and Employee Non-ownership.

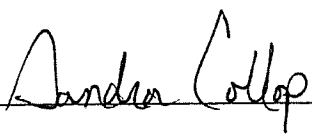
The County shall maintain applicable policies providing the above stated insurance protection, and shall name the City as an additional insured, as its interest may appear, consistent with this Lease Agreement, with such policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of insurance describing the coverage shall be furnished by the County and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

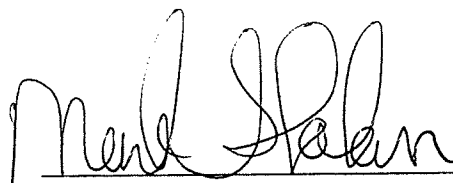
The County may purchase, at its own expense, such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Lessee of responsibility for any losses not covered by the above required policies. The County agrees to furnish to the City of Kirksville Risk Manager, 201 South Franklin Street, Kirksville MO 63501 a Certificate of Insurance(s) or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force prior to the beginning of the term(s).

- 10. Indemnification**
The County hereby agrees to protect, indemnify and hold harmless the City from and against any and all loss, expense, damage, charges and costs (including court costs and attorney fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the County or anyone acting or indirectly employed or controlled by the County as a result of the Lessee's occupation or use of the Premises.
- 11. General Oblint**

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This Lease Agreement is renewable upon the mutual written consent of both parties for up three (3) additional six-month terms beginning on April 15, 2022, October 15, 2022 and April 15, 2023. In the event the County desires to renew this Lease Agreement, the County shall notify the City in writing of such request to renew within thirty (30) days of the termination date of the current term. The City shall respond to the County within fifteen (15) days of receipt of said request to renew.

12. **Termination**

A. If the County desires to terminate this Lease Agreement prior to the expiration of the initial term, the County shall be responsible for payment of all rents due through the end of the initial term.

B. This Lease Agreement may be terminated by either party at any time after the expiration of the initial term upon thirty (30) days' advance written notice to the other party.

C. Upon failure of the County to comply with the terms and conditions of this Lease Agreement, the City may terminate this Lease Agreement immediately upon notice to the County.

13. **Anti-Discrimination**

The County shall not discriminate against any person seeking employment with or by the County or seeking day care services from the County on the basis of race, color, creed, national origin, age, sex, marital status, religion, disability or any other legally protected status.

14. **Notices**

All notices or other writings required to be given under this Lease Agreement shall be sent to the parties at the following addresses, or to each party at such other address as shall be designated by such party in a written notice to the other party in accordance with this section. All notices and other writings shall be effective when deposited in the mail (first class mail, postage prepaid).

15. **Governing Law**

This Lease Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed as of the date first above written.

<p style="text-align: center;">City of Joplin, Missouri</p> <p style="text-align: center;"><i>Mark E. Macomber</i> City Manager</p> <p style="text-align: center;">ABOVE:</p> <p style="text-align: center;"><i>Wanda Coyne</i> City Clerk</p> <p style="text-align: center;">ADAIR COUNTY CIRCUIT COURT</p> <p style="text-align: center;"><i>Robert E. Siler</i> Circuit Judge</p> <p style="text-align: center;">ABOVE:</p> <p style="text-align: center;"><i>Sandra Collop</i> County Clerk</p> <p style="text-align: center;">APPROVED AND FORN AND LEGALITY:</p> <p style="text-align: center;"><i>[Signature]</i> City Clerk</p>	<p style="text-align: center;">Adair County, Missouri</p> <p style="text-align: center;"><i>Mark Shahan</i> Presiding Commissioner</p> <p style="text-align: center;">ABOVE:</p> <p style="text-align: center;"><i>Linda W. Becken</i> Circuit Clerk</p>
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ATTEST:

Sandra Collop

County Clerk

Mark Shahan

Presiding Commissioner, Mark Shahan