

**ADAIR COUNTY COMMISSION MINUTES**  
**WEDNESDAY, OCTOBER 6, 2021**  
**3RD DAY OCTOBER REGULAR**

The Adair County Commission convened at 8:30 a.m. on October 6, 2021, in the Courthouse at Kirksville. All Commissioners were present.

At 10:50 am, the Commission met with Shannon Howe, Howe Company regarding Hungry Hollow Bridge Construction. In Attendance were Shannon Howe, Howe Company; Presiding Commissioner Mark Shahan; 1<sup>st</sup> District Commissioner Bill King; 2<sup>nd</sup> District Commissioner Mark Thompson; and meeting recorder Heather Kelley

Shannon Howe, Howe Company, presented the engineer's contract to the Commission for review and approval regarding the bridge construction on Hungry Hollow Road, a bridge that will span the causeway of Hazel Creek Lake.

The Commissioners discussed using previously purchased bridge building materials located at the Road & Bridge property and utilizing Road & Bridge crew members during portion of the construction. After discussion, it was determined that the awarded contractor should be responsible for the project from start to finish including the purchase of materials and entire construction of the bridge.

Commissioner King made a motion to approve the engineer's contract. Commissioner Thompson seconded the motion.

1<sup>st</sup> District Commissioner King and 2<sup>nd</sup> District Commissioner Thompson both voted to approve the action. No tie breaking vote was necessary by Presiding Commissioner Shahan.

Meeting adjourned 11:00 a.m.

At 4:15 p.m., the Commission met with Charlie Zitnik of DA Davidson to review closing documents related to the renovation of the Adair County Courthouse. Also present was Adair County Clerk, Sandra Collop. Mr. Davidson read Ordinance 2021- \_\_\_\_ aloud to enter into an equipment lease purchase agreement with First State Community Bank. The proceeds will be used to pay the costs of renovating, repairing, improving, furnishing, and equipping the Adair County Courthouse and its grounds; approving a tax-exempt financing compliance procedure; and approving certain other documents and actions in connection therewith. Commissioner King moved to approve the Ordinance. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

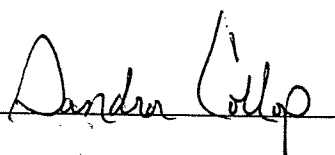
Documents were signed. Original signatures will be retained in the office of the Adair County Clerk after signing by the financial institution.

The Adair County Commission adjourned at 4:00 p.m. on October 6, 2021.

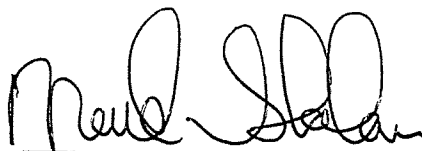
The Adair County Courthouse will be closed on Monday, October 11, 2021, in observance of Columbus Day. The Adair County Commission will reconvene at 8:30 a.m. on Tuesday, October 12, 2021.

Continued on page 412.

ATTEST:

  
\_\_\_\_\_

County Clerk

  
\_\_\_\_\_

Presiding Commissioner, Mark Shahan


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Continued from page 411.

**Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, October 6, 2021:**

None

IN REF. ORDER NO 5 Agreement for Services with Howe Company, LLC for Hungry Hollow Road Bridge at Hazel Creek Lake



**Howe  
Company LLC**

Civil & Structural Engineers  
www.howecompany.com

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October 6, 2021

Mark Shahan, Presiding Commissioner  
Adair County  
106 W. Washington  
Kirksville, MO 63501

Re: Hungry Hollow Road Bridge at Hazel Creek Lake  
Agreement for Professional Services

Dear Commissioners,

Thank you for considering Howe Company (HoweCo) to provide professional services in conjunction with a new bridge to replace existing culverts at Hazel Creek Lake, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing various Phases or Tasks listed in the Basic Services Summary are listed with the headings of the Phases or Tasks. Lump Sum Fees include the cost of HoweCo's mileage and internal copies. Compensation that accrues on an hourly basis, will be in accordance with an Hourly Rate Schedule on file, and in effect at the time the services are performed. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, filing fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead.


You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one-and-one-half percent (1½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

We expect to begin our services promptly, after receipt of your acceptance of this proposal, and complete our work, with all due diligence and in a timely manner. If there are protracted delays, for any reason, we will notify you immediately. You agree to provide all necessary information for the performance of our services within a reasonable time after it is requested and that HoweCo will be given timely access to the project site, as necessary, to complete the proposed professional services.

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801 E Patton Street • Macon, Missouri 63552 • Phone: 660-395-HOWE (4693) • Fax: 660-366-4244

Mark Shahan, Presiding Commissioner  
Adair County  
October 6, 2021  
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**Howe  
Company LLC**

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The following individuals are designated as primary project representatives for Adair County and HoweCo. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

<p>Howe Company, L.L.C. Shannon J. Howe, P.E., S.E. 804 E. Patton Street Macon, Missouri 63552 Phone: 660-395-4693 E-mail: shannon@howecompany.com</p>	<p>Adair County Mark Shahan 106 W. Washington Kirksville, MO 63501 Phone: 660-665-2283 Fax: 660-665-8406 E-mail: mshahan@adaircountymo.com</p>
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This letter agreement, along with the attached Basic Services Summary and Terms and Conditions (3 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit HoweCo's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. This proposal is open for 60 calendar days from the date on the cover page.

Continued on page 413.

ATTEST:           Dandra Collop            
County Clerk


          Mark Shahan            
Presiding Commissioner, Mark Shahan

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, OCTOBER 6, 2021

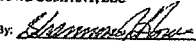
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We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

**HOWE COMPANY, LLC**

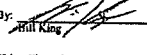
By:  By: \_\_\_\_\_  
Shannon J. Howe, P.E., S.E. (Name & Title of Additional Contact)

Design Phase Lump Sum = \$55,000.00  
Bidding Phase Lump Sum = \$5,000.00  
Construction Phase Lump Sum = \$30,000.00

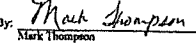
Adair County Commission

By:  Accepted Date: 10-6-2021  
Mark Shahan

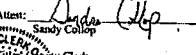
Title: Presiding Commissioner


By:  Accepted Date: 10-16-21  
Bill King

Title: First District Commissioner


By:  Accepted Date: 10/06/21  
Mark Thompson

Title: Second District Commissioner

Attest:   
Sandra Collop  
County Clerk



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**BACKGROUND INFORMATION**

The following understanding serves as the basis for the development of the Scope of Services and Fees:

- Adair County intends to use federal funds to replace existing culverts, which have collapsed, with a new bridge using the design, bid, build process. Construction by contractor.

**BASIC SERVICES SUMMARY**

Attached to and made a part of the Agreement for Professional Services dated October 6, 2021, by and between Adair County and Howe Company, LLC, (HoweCo) in respect to a new bridge to replace existing culverts at Hazel Creek Lake, the "Project" described therein.

**SCOPE OF BASIC SERVICES**

For the compensation outlined in the Agreement, Howe Company, LLC will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of HoweCo's work and HoweCo assumes no responsibility to perform any services not specifically listed.


HoweCo will:

**DESIGN PHASE** **LUMP SUM FEE = \$55,000.00**

conduct topographic, property and utility surveys sufficient to develop plans for the project;

- arrange and pay for subsurface investigations if needed;
- conduct hydraulic studies, develop preliminary design plans and report to document the design considerations and decisions made to support the design;
- provide 3 copies of preliminary plans, estimates and studies for review by the Local Agency and, submit a PDF copy to the Missouri Department of Transportation (MoDOT);
- prepare for signature, and mail (or email) to the respective agencies, the applications for permits related to water quality. This includes coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and the preparation of flood development permits or No-Rise certificates for County approval as required by the Federal Emergency Management Agency (FEMA);
- prepare and submit to MoDNR, a Section 106 Project Information Form, USGS map, and photographs in an effort to obtain a Section 106 clearance from the Missouri Department of Natural Resources.

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- prepare and submit applications for permits related to noise abatement and air quality, if necessary; and;
- arrange and pay for a qualified inspector to perform an inspection of the structure for asbestos in accordance with MoDNR requirements related to demolition; and
- collect palm samples (if applicable), arrange, and pay for a laboratory to test the samples for lead;
- contact utility companies which are identified by Missouri One Call or have marked facilities in the project and provide them with a set of plans for the project and request they respond with a plan for relocation or accommodation of construction activities, prepare & coordinate the execution utility agreements if necessary; and
- secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters, and assist (coordinate meetings between the landowners, Engineer, and Local Agency) the Local Agency in acquiring, by donation, the right-of-way needed for the project;
- prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of receiving authorization to advertise for bids from the MoDOT, and soliciting bids for constructing the project;
- submit PDF versions of the final plans, specifications, SIA forms and engineers estimate to MoDOT on behalf of the Local Agency for the purpose of obtaining construction authorization from the Missouri Department of Transportation;
- prepare progress invoices for the design phase & bidding phase of the project;

**BIDDING PHASE** **LUMP SUM FEE = \$5,000.00**

Howe Co will perform the services of this paragraph one time for the contract fee:

- Upon receipt of construction authorization from Oversight Agency, make final revisions resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents for distribution to potential bidders;
- Assist Local Agency in advertising for bids; and

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- Assist the Local Agency in evaluating bids and requesting concurrence in a award from Oversight Agency.

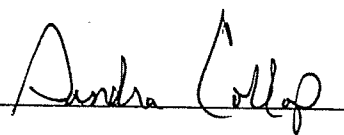
**CONSTRUCTION PHASE** **LUMP SUM FEE = \$30,000.00**

The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The Engineer is not responsible for job site safety. Engineer's services will include more specifically as follows:


- assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
- make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor with input from the Engineer. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
- review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general performance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, consolidation of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to

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ATTEST:



County Clerk




Presiding Commissioner, Mark Shahan

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review partial submissions or those for which submissions of correlated items have not been received;

4. recommend non-payment for work that does not substantially conform to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and coordinate the proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. visually inspect materials delivered to the site, review material certifications furnished by Contractor, sample concrete, make compression specimens, perform testing for slump and air content, and perform compression testing of concrete specimens. Independent assurance sampler and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
  - a. structure layout;
  - b. driving of piles;
  - c. checking of reinforcing steel prior to concrete placement;
  - d. concrete placement;
  - e. placement of girders; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide construction record plans for the Local Agency's records;
11. Perform wage rate interviews with the contractor employees every 2 weeks during construction.
12. Review contractors' certified payroll and compare to contract wage rates.
13. Perform the commercially useful function interviews with the contractors' DBE sub-contractors.
14. Prepare progress invoices for the construction phase of the project;

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### ADDITIONAL SERVICES

If agreed to by the client and HoweCo, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with HoweCo's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and HoweCo.

The following services are excluded from the Scope of Basic Services but may be added to the contract by a change order for additional fees:

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### EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, coordination of wetland mitigation plans, reports, etc.
- 4) Administration, coordination, preparation, appraisal, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility after preliminary plans have been approved.
- 6) Design of utility relocations required for utility agreements.
- 7) Testing of compaction & moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by County forces.
- 9) Efforts to mitigate adverse effects on archeological sites which may be identified in the project area. This includes all work required to develop and satisfy a Memorandum of Agreement between SHPO, FHWA, MoDOT, etc., the need for Archeological Reports.
- 10) Efforts for mitigation of adverse effects to existing bridge if required by the State Historic Preservation Office. This includes preparation and administration of a Memorandum of Agreement, preparation of advertisements for the old bridge, and research & assembly of historical information.
- 11) Daily site visits during non-critical construction operations for the purpose of collecting information for daily diaries.

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Adair County  
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### STANDARD TERMS & CONDITIONS

**Item 1. Scope of Work.** Howe Company (HoweCo) shall perform services in accordance with an "agreement" made with the "client". The agreement shall include, but not be limited to, the project name, location, and the "client" as defined as the person or entity requesting and authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this state, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of HoweCo proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Hourly Rate Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations stipulated in the agreement. The client shall import the terms of this agreement to any third party to whom the client releases any part of work.

HoweCo shall have no obligations to any party other than those expressed by agreement.

**Item 2. Site Access/Background Data.** The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to HoweCo that all necessary permissions for HoweCo to enter the site and conduct the work have been obtained. While HoweCo shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work. HoweCo has not included in the fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide an appropriate land use and/or background information to HoweCo required for the performance of our work. HoweCo will not be required to perform an independent search for easements, encroachments, title encumbrances and ownership data as HoweCo will rely upon the accuracy and representation that client supplies to HoweCo.

**Item 3. Utilities.** In the performance of its work, HoweCo will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on the utility or locator services to correctly identify their buried locations and service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold HoweCo harmless and indemnify HoweCo from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by HoweCo for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to HoweCo or otherwise disclosed by the client, utility, or locator service. HoweCo will be responsible for covering the safety locator or exploratory excavation services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Site Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise HoweCo of any known or suspected undocumented site, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by HoweCo employees or subcontractors or which in any other way may be pertinent to HoweCo's proposed services.

**Item 5. Confidentiality.** HoweCo shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". HoweCo shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation, for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of HoweCo against claims or liabilities arising from performance of its services. The technical and design information contained in any report or proposal submitted by HoweCo is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of HoweCo. Client may have no contract with any other professional engineer/surveyor/planner for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to HoweCo for use in their current project.

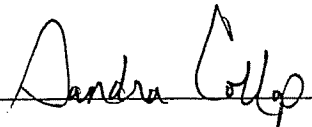
**Item 6. Standard of Care.** HoweCo will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

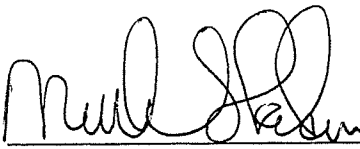
**Item 7. Technical Methodology and Protocol.** HoweCo will adopt generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client agrees to concur with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred by the client or are considered more appropriate, a written description or designation of these must be provided to HoweCo prior to execution of this agreement.

**Item 8. Limitations of Liability.** In recognition of the relative risks and benefits of the project to both the Client and HoweCo, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of HoweCo and its or her subcontractors to the Client on the project for any and all claims, losses, costs, damages.

STANDARD TERMS & CONDITIONS continued

Continued on page 415.

ATTEST:   
County Clerk


  
Presiding Commissioner, Mark Shahan

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of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of HoweCo and the other subcontractors to those named shall not exceed HoweCo's total fee for services rendered, or \$50,000, whichever is less, on this project. Such claims and causes include, but are not limited to negligence, professional torts or omissions, strict liability, breach of contract or warranty.

**Item 8. Consequential Damages.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other, regardless of the nature of this liability, or whether it was controlled by the client or HoweCo, their employee, agent, subcontractors or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

**Item 10. Insurance and Indemnity.** HoweCo represents that it maintains general liability, property damage, and professional liability insurance, and that HoweCo's employees are covered by Workers' Compensation Insurance. Certificates of insurance can be provided to the client upon request.

HoweCo shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. HoweCo agrees to indemnify the client from and save the client harmless against any loss, damage, or liability stemming from acts of gross negligence by HoweCo. Except as expressly set forth in Items 8, 9, and 10, the client agrees to hold HoweCo, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to HoweCo's work.

**Item 11. Modifications.** This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor HoweCo may amend or modify any aspect of this contract unless such amendments are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, negotiations, or agreements, and any provisions contained or implied to require, for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 12. Release of Documents.** All documents including drawings, specifications, and electronic media furnished by HoweCo pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by client or others on an extension of the project, or on any other project. Any reuse without HoweCo's written verification or approval by HoweCo will be at client's sole risk, and without liability of HoweCo, and client shall indemnify and hold HoweCo harmless from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or approval will entitle HoweCo to further compensation as may be agreed upon by client and HoweCo.

**Item 13. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 15 days of invoice date. The fees quoted are based upon an expected timely payment. Late payment charges of 1.5% per month will be added to delinquent charges. Client shall be further obligated to pay HoweCo's cost of collection, including but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Mason County, Missouri and the laws of Missouri shall apply to this agreement. If legal action is required by HoweCo, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Mason County shall be the proper venue for that legal action. HoweCo, at its option, may furnish its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate HoweCo for all services performed to and for each termination. If the Client fails to make payments when due or within an electronic notice to the Client, HoweCo shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of the Agreement by the Client.


**Item 14. Opinions of Cost.** Since HoweCo has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this project will be based upon its own experience with construction, but HoweCo cannot and does not guarantee that probable, bids or the construction cost will not vary from its opinions of probable costs. If the client wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

**Item 15. Shop Drawing Review.** Client agrees that HoweCo's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HoweCo's design intent and conformance with information given in the construction documents. HoweCo shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequence and coordination of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The contractor will be responsible for typing, corrections, revisions, quantities and coordination of the work with other trades. Client agrees that the contractor shall be made aware of its responsibilities to review shop drawings and approve them in these respects before submitting them to HoweCo.

**Item 16. Mediation.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and HoweCo agree that all disputes between them arising out of, or

**STANDARD TERMS & CONDITIONS continued**

Mark Shahan, Presiding Commissioner  
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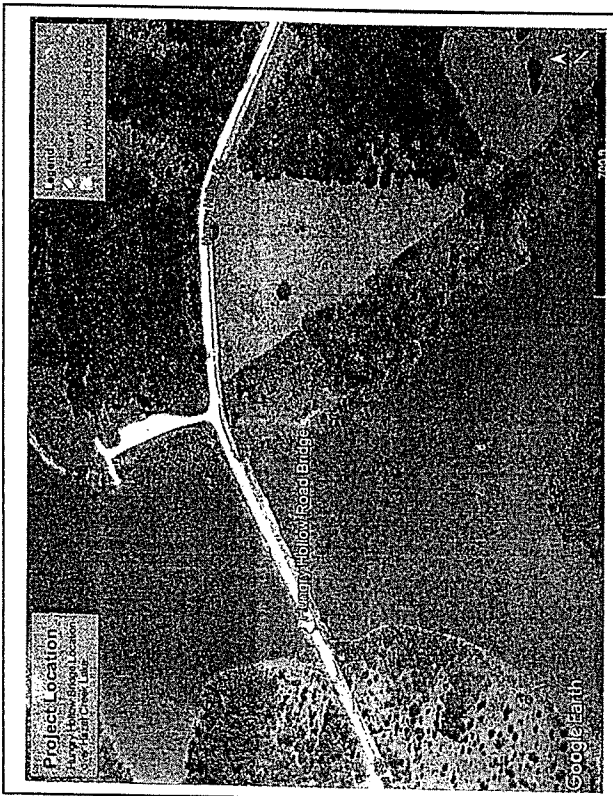
related to this Agreement, shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties agree to resolve conflicts that arise during the design or construction of the project or following the completion of the project by methods other than nonbinding mediation, then all such agreements must be set forth in writing, and must be signed by representatives of both the Client and HoweCo to be effective. If it is further agreed by the Client and HoweCo that supplemental agreements to resolve conflicts that arise during the design or construction of the project, or following the completion of the project, must not only be signed by representatives of both the Client and HoweCo but must specify, in writing, the method of dispute resolution which has been selected to resolve nonbinding mediation.

**Item 17. Assignment.** Neither party of this Agreement shall transfer, assign or assign any rights under or interest in the Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent to the other party. Subcontracting to subcontractors normally contemplated by HoweCo shall not be considered an assignment for purposes of this Agreement.

**Item 18. Settlement.** If a required item or component of the project should be omitted from construction documents, HoweCo shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. Its work will HoweCo be responsible for any cost or expense that provides settlement or upgrade or enhances the value of the project.

**Item 19. Construction Contingency.** Client recognizes and expects that certain change orders may be required to be issued as the result of field or part on inspection, misinterpretation, omissions, omissions, omissions, or inaccuracies in the Drawings, Specifications, and other design documentation furnished by the EA/AS or in the other professional services performed or furnished by the EA/AS under the Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

Terms and Conditions effective February 2019



Continued on page 416.

ATTEST:

*Sandra Colap*

County Clerk

*Mark Shahan*

Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES  
WEDNESDAY, OCTOBER 6, 2021

Continued from page 415.

IN REF. ORDER NO 6 Certificate of Training for Adair County Recorder, Pat Shoush



Continued on page 417.

ATTEST: *[Signature]*

County Clerk

*[Signature]*

Presiding Commissioner, Mark Shahan

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, OCTOBER 6, 2021

Continued from page 416.

IN REF. ORDER NO 7 Ordinance No. 2021 \_\_\_\_\_ entering into an Equipment Lease Purchase Agreement with First State Community Bank

COUNTY OF ADAIR, MISSOURI  
ORDINANCE NO. 2021-\_\_\_\_\_

AN ORDINANCE AUTHORIZING ADAIR COUNTY, MISSOURI, TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT WITH FIRST STATE COMMUNITY BANK, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF RENOVATING, REPAIRING, IMPROVING, FURNISHING AND EQUIPPING THE ADAIR COUNTY COURTHOUSE AND ITS GROUNDS; APPROVING A TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE; AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Adair County, Missouri (the "County"), has determined that it is in the best interest of the County to provide for the renovation, repair, improvement, furnishing and equipping of the Adair County Courthouse and its grounds (collectively, the "Project"); and

WHEREAS, pursuant to a request for lease financing proposals, the County has determined it to be in the best interest of the County to accept the proposal of First State Community Bank ("Lessor"); and

WHEREAS, in order to facilitate the foregoing and to pay the cost of the Project, the County finds and determines that it is necessary and desirable that the County be authorized to take the following actions:

(a) enter into an annually renewable Equipment Lease Purchase Agreement (the "Lease") with the Lessor, pursuant to which the County, as lessee, will lease certain equipment installed in connection with the Project (the "Equipment") from the Lessor, on a year-to-year basis with an option to purchase lessor's interest in the Equipment, in substantially the form attached hereto as Exhibit A; and

(b) enter into an Account Control Agreement (the "Account Control Agreement") among the County, the Lessor, and First State Community Bank, as deposit bank (the "Deposit Bank"), pursuant to which the Deposit Bank hereunder will hold and disburse proceeds of the Lease to pay costs of the Project, a form of which is attached to the Lease; and

(c) enter into a Federal Tax Certificate (the "Federal Tax Certificate"), pursuant to which the County makes certain representations and covenants related to the exclusion of the interest portion of the Rental Payments from gross income for purposes of federal income taxation, a form of which is attached to the Lease; and

WHEREAS, the Internal Revenue Service has advised issuers of obligations, the interest on which is excludable from gross income for federal income tax purposes, to adopt separate written procedures for monitoring post-issuance federal tax requirements for such obligations;

WHEREAS, the County hereby finds it is in the best interest of the County to adopt a Tax-Exempt financing Compliance Procedure for the purpose of setting out general procedures for the County to continuously monitor and comply with the federal income tax requirements with its outstanding tax-exempt obligation, including the Lease.

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

Section 1. Authorization and Approval of Documents: The Lease, the Account Control Agreement, the Federal Tax Certificate and all other documents attached as exhibits thereto (collectively, the "Lease Documentation"), is hereby approved in substantially the form submitted to and reviewed by the County on the date hereof. The Presiding Commissioner is hereby authorized and directed to execute and deliver the Lease Documentation, and all documents attached as exhibits thereto, on behalf of and as the act and deed of the County.

The obligation of the County to pay Rental Payments under the Lease is subject to annual appropriation and will constitute a current expense of the County and will not in any way be construed to be an indebtedness or liability of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the County, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the County, and all provisions of the Lease will be construed so as to give effect to such intent.

Section 2. Appropriation of Rental Payments: The County hereby irrevocably budgets and appropriates moneys in an amount sufficient to make the Rental Payments (as defined in the Lease) due under the Lease during the Original Term (as defined in the Lease).

Section 3. Approval of the Tax-Exempt Financing Compliance Procedure: The Tax-Exempt financing Compliance Procedure in substantially the form attached hereto as Exhibit B is hereby approved.


Section 4. 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, the other documents authorized or approved hereby and the Project. The Presiding Commissioner, the Treasurer and the Clerk are hereby named as the County's authorized representatives under the Lease Documentation.

Section 5. Effective Date: This Ordinance will take effect and be in full force from and after its passage by the County.

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PASSED by the County Commission of Adair County, Missouri, this 6th day of October, 2021.



Sandra Collop  
Sandra Collop, Clerk of the County Commission

Mark Shahan  
Mark Shahan, Presiding Commissioner

William Spivey  
William Spivey, 1<sup>st</sup> District Commissioner

Mark Thompson  
Mark Thompson, 2<sup>nd</sup> District Commissioner

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ATTEST:

Sandra Collop  
County Clerk

Mark Shahan

Presiding Commissioner, Mark Shahan