

**ADAIR COUNTY COMMISSION MINUTES**  
**WEDNESDAY, JANUARY 23, 2019**  
**9TH DAY JANUARY REGULAR**

The Adair County Commission convened at 8:30 a.m. on January 23, 2019 in the Courthouse at Kirksville. All Commissioners were present.

At 10:30 a.m., the Elected Official's monthly meeting was held in the Commissioner's Suite of the Courthouse. Attending the meeting were Adair County Presiding Commissioner, Mark Shahan; Adair County 1<sup>st</sup> District Commissioner, Bill King; Adair County 2<sup>nd</sup> District Commissioner, Mark Thompson; Adair County Clerk, Sandra Collop; Adair County Treasurer, Lori Smith; Adair County Public Administrator, Rhonda Noe; Adair County Sheriff, Robert Hardwick; and Adair County Assessor, Kent Bryant; Those absent were Adair County Coroner, Brian Noe; Adair County Circuit Clerk, Linda Decker; Adair County Collector, Sonja Harden; and Adair County Recorder, Pat Shoush.

Ms. Smith said she attended her first legislative board meeting since being elected at the Missouri Association of Counties (MAC) annual fall meeting. She stated that turning over lettered roads to the Counties was still pending; this MAC was the most successful of all past meetings; Farm Bureau was attempting to eliminate or restrict County Health Ordinances; in regards to the Clean Missouri Law, two legislators were unable to accept plaques from constituents because of the \$5.00 limit; and medical marijuana is a big topic. It is predicted that the group instrumental in getting medical marijuana passed, wants to get recreational marijuana passed in 2020.

Ms. Smith also addressed the need to have space to store materials she has packed up within her office. She has no place to go with anything. Her office is very small and the storage building at the Road and Bridge Department has a mold problem so it has not been utilized.

Discussion ensued regarding what to do with the old records at Road and Bridge. It was agreed there were many old records stored in the building that could be disposed of, however, whether or not it was safe to enter the building was questionable to many of the Elected Officials.


Mrs. Harden stated she has received complaints from the public regarding the utility trailer parked in the north parking lot. It takes up too much room and should be moved. Mrs. Collop stated that the horse trailer was purchased by the County Clerk's Office to move voting equipment to and from voting precincts. She stated that once the April 2, 2019 Municipal Election is over, she will have it moved back to Road and Bridge for storage until the 2020 election season.


Mrs. Harden also spoke of taxing entities not being happy that an occupancy tax that is now being collected by the County. They say they were not notified that their tax dollars would be less. Mrs. Harden along with Mr. Bryant will investigate the intention and purpose behind the previous Assessor's decision to ask the Commission to vote on initiating the tax.

Mrs. Collop asked that each Elected Official complete the 2018 Annual Report of Compensation Received by County Officials. It is due in the County Clerk's office on or before February 15, 2019.

Continued on page 292

ATTEST:

  
County Clerk

  
Presiding Commissioner

## ADAIR COUNTY COMMISSION MINUTES WEDNESDAY, JANUARY 23, 2019

Continued from page 291

Not everyone was given an opportunity to speak due to the length of the meeting. The meeting adjourned at 12:30 p.m.

At 2:00 p.m., a public hearing was held to review the 2019 Adair County Budget. Adair County Sheriff, Robert Hardwick, attended as well as a representative from the Kirksville Daily Express. The hearing ended at 4:00 p.m. Adair County Clerk, Sandra Collop, will finish the preparation of the 2019 budget document for submission to the State of Missouri.

The Commission signed documentation appointing 1<sup>st</sup> District Commissioner King to the currently vacated County appointed position on the Tax Increment Finance (TIF) Board. Commissioner King was officially appointed on January 14, 2019. Presiding Commissioner Shahan will be taking over the position of retired Presiding Commissioner, Stanley Pickens, on the TIF Board.

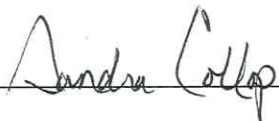
Presiding Commissioner Shahan signed a contract with Huber & Associates for technical assistance in writing an IT Request for Proposal (RFP).

Presiding Commissioner Shahan signed a County Government Legal Services Agreement with Schraeder Law Firm for year 2019.

The Adair County Commission adjourned at 4:00 p.m. on January 23, 2019.

Continued on page 293

ATTEST:



County Clerk



Presiding Commissioner



ADAIR COUNTY COMMISSION MINUTES  
WEDNESDAY, JANUARY 23, 2019

Continued from page 292

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, January 23, 2019:

None

IN REF. ORDER NO 9 Letter of Appointment to TIF Board

RECEIVED  
ADAIR COUNTY CLERK

Adair County Commission  
100 W Washington  
Kearville, MO 65201  
Phone (660)463-2223  
Fax (660)463-4406

Mark Shahan, Presiding Commissioner  
William King, 1<sup>st</sup> District Commissioner  
Mark Thompson, 2<sup>nd</sup> District Commissioner

Date: 01-23-19

Re: TIF Board

The Adair County Commission is appointing 1<sup>st</sup> District Commissioner William King to the vacated county appointed position on the TIF Board. Presiding Commissioner Mark Shahan will be taking over the position of Stanley Pickens on the TIF Board.

Sincerely,  
Mark Shahan, Presiding Commissioner  
William King, 1<sup>st</sup> District Commissioner  
Mark Thompson, 2<sup>nd</sup> District Commissioner

IN REF. ORDER NO 10 Contract with Huber & Associates for technical assistance in writing IT RFP

HUBER & ASSOCIATES

This Huber Statement of Work (SOW) is entered into on 1-23-19 (Effective Date), between:

Adair County ("Client") and Huber & Associates, Inc. ("Huber")

With its principal place of business at:  
100 W. Washington  
Kearville, MO 65201  
Telephone: (660) 224-2018

With its principal place of business at:  
1400 Edgewood Drive  
Jefferson City, MO 65119  
Telephone: (573) 634-6502

This SOW is subject to and hereby incorporates the terms and conditions of the Master Agreement entered into between the parties on 1-10-18 (the "Agreement"). In the event of any conflict or discrepancy between the terms or provisions of the Master Agreement and this SOW, the terms and provisions of the Master Agreement shall control and govern. Some of the SOW specifically references the conflicting text in this Agreement and that such text is superseded by this SOW. Any other text herein that is defined in the Master Agreement shall have the same meaning as the Master Agreement.

The Sections included in this SOW are outlined below:

Project Overview  
Scope of Work  
Pricing  
Points of Contact

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be executed as of the Effective Date.

Adair County  
By: Mark Shahan  
Mark Shahan  
Presiding Commissioner

Huber & Associates, Inc.  
By: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)

PROJECT OVERVIEW

Title: Technical Assistance in Writing IT RFP

SCOPE OF WORK

This section defines the services delineated ("Scope") for the services set forth in this Huber SOW.

Huber Responsibilities

Huber will write an overview of Client's IT hardware and services requirements, based on findings from the Huber Health Assessment.

Client Responsibilities

- Provide Huber an outline from past County RFPs
- Work with Huber Team to finalize requirements to publish RFP

PRICING

\$6,000 Fixed Price

POINTS OF CONTACT

Kayla Wilcox  
Coordinator  
Office (660) 224-2020  
Fax (660) 224-2020  
wilcoxk@adairmo.gov

Client:

Stanley Gullip  
Clerk  
Office (660) 224-2018  
gullipst@adairmo.gov

Adair County  
Technical Assistance in Writing IT RFP  
Page 1

Continued on page 294

ATTEST: Sandra Gullip  
County Clerk

Mark Shahan  
Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES  
WEDNESDAY, JANUARY 23, 2019

Continued from page 293

IN REF. ORDER NO 11 County Government Legal Services Agreement for year 2019.

<p>COUNTY GOVERNMENT LEGAL SERVICES AGREEMENT</p> <p>This AGREEMENT made this <u>1</u> day of <u>December</u>, 20<u>18</u>, by and between IVAN L. SCHRAEDER and Schraeder Law Firm, with his principal place of business in St. Louis, Missouri (hereafter "Attorney"), and <u>ADAIR COUNTY</u> - a political subdivision organized and existing under the laws of the State of Missouri, with its principal office located at the following address: <u>116 W. WASHINGTON, KIRKVILLE, MO 63501</u> (hereafter "County").</p> <p>WHEREAS, Attorney is engaged in the delivery of legal services in the state of Missouri to various local governmental entities including counties; and</p> <p>WHEREAS, Attorney desires to enter into a contract with County for the delivery of legal services to the County Commission and its specifically identified officials upon such terms and conditions as parties shall deem just and equitable; and</p> <p>WHEREAS, the County Commission has the legal authority to secure legal services and to enter into valid contracts pursuant to Section 437.070 RSMo and Section 56.250 RSMo and to access legal services for the County with special rates available on a guaranteed basis from Attorney who relates to local governmental issues; and</p> <p>WHEREAS, the County Commission, meeting in regular session in a properly noticed meeting, has authorized this Agreement with Attorney to obtain the legal services set out herein.</p> <p>NOW, THEREFORE, in consideration of the mutual promises, agreements, undertakings and covenants hereinafter set forth, the parties hereto agree as follows:</p> <p>1. Legal Services and Fees</p> <p>A. Services Included and Associated Fees</p> <p>Attorney hereby agrees to provide the following services for the County under the direction and management of the County Commission or its written designated representative under the pre-determined fee arrangements identified in this Agreement:</p> <p>i. The County is entitled to a non-cumulative ten (10) hours per month for telephonic advisory or opinion legal services on employment and labor relations issues under the monthly enrollment as the services are provided either by telephone and/or by written communication for a subscribing fee identified in this Agreement.</p> <p>ii. Hours in excess of the non-cumulative ten (10) hours per month for advisory or opinion work under Subsection (i) are to be charged at a fixed reduced rate of 80% of Attorney's regular hourly rate for services and which are payable by County directly to Attorney as and when billed.</p>	<p>iii. The County which desire other services including representation in litigation or other non-subsection (i) services, will be charged at an hourly rate to be set annually by Attorney, which hourly rate shall be 80% of Attorney's regular hourly rate plus direct expenses at the time the work is commenced. The amounts are payable by County directly to Attorney as and when billed.</p> <p>iv. Services offered for economic development activities and other special projects shall be priced specially as related to the specific project assigned to Attorney. A separate engagement by written communication between Attorney and County will govern each of these additional projects as the services are requested and obtained.</p> <p>v. County will be responsible for direct expenses incurred not including in-house photocopying, routine computerized legal research, facsimile, postage or long distance telephone calls. Attorney will seek reimbursement for reasonable expenses incurred in connection with representation such as messenger service, parcel postage, travel expenses, outside copy services and court costs and filing fees when necessitated.</p> <p>vi. Attorney shall provide periodic legal update seminars for attendance by the County at no fee to the County except for reasonable expenses referred to in Subsection (v), above, as well as materials and site acquisition if any such costs are associated with the effort as a custom-delivered program. Custom delivered programs will be priced separately as requested by the County and a separate engagement by written communication between Attorney and County will govern each of these seminars. Host County attendees may attend without charge.</p> <p>B. Services Not Included</p> <p>The following legal services are not available to County from Attorney because they may create a conflict of interest:</p> <p>i. No legal representation for any action commenced by any elected official of the County except for the actions approved in writing by the County Commission.</p> <p>ii. No action commenced against a County official except for such defenses and actions as approved in writing by the County Commission.</p> <p>iii. No actions or services that raise conflicts of interest between Attorney and any of his other clients.</p> <p>2. County Responsibilities</p> <p>County shall be responsible for paying Attorney the fee for enrollment to provide the hours as set forth in Subsection (1)(A)(i) of Agreement, and for paying any legal fees and related</p>
<p>expenses for specially assigned legal work as set forth in Subsections (1)(A)(i)-(vi) of Agreement.</p> <p>County shall designate, in written communication, person(s) with whom Attorney shall communicate and fees whom Attorney shall take direction for services under this Agreement.</p> <p>3. Fees To Be Paid</p> <p>County shall pay fees to Attorney for County participation in Agreement under the schedule set out in Section 4 below. The fees due hereunder may be reviewed by the parties at least six (6) months prior to the end of any term of the renewal term of this Agreement.</p> <p>Fees payable under Agreement and Agreement shall be subject to annual appropriation by County and subject to Section 432.070 RSMo.</p> <p>4. Annual Service Fees and Invoicing</p> <p>For the services provided by Attorney under Agreement, County shall pay an annual fee according to the County's assessed value, as follows:</p> <p>LEVEL 1 County - \$ 1,200 per year (\$ 100 per month) payable in advance quarterly installments for a County with assessed valuation under \$ 500,000,000 set on the prior year's values.</p> <p>LEVEL 2 County - \$ 1,600 per year (\$ 150 per month) payable in advance quarterly installments for a County with assessed valuation over \$ 500,000,000 and below \$ 1,000,000,000 set on the prior year's values.</p> <p>LEVEL 3 County - \$ 2,400 per year (\$ 200 per month) payable in advance quarterly installments for a County with assessed valuation at or above \$ 1,000,000,000 set on the prior year's values.</p> <p>Fees may be paid by County in a single annual payment during the first month after approval of the annual County budget.</p> <p>If County chooses advance quarterly installments, installments are due to Attorney upon receipt for invoices received in the months of January, March, June and September for the current year of Agreement. County will receive detailed monthly invoices for all matters assigned to Attorney by County. If County enters into Agreement after January 31, 2019, services will be provided for the elapsed quarter of the remaining term of Agreement.</p> <p>5. Term of Agreement</p> <p>This AGREEMENT shall be made for an initial term commencing on January 1, 2019 or when AGREEMENT is properly adopted by the County Commission and running through December 31, 2019. Thereafter, this AGREEMENT shall remain in full force and effect for one</p>	<p>(1) year periods, unless cancellation notice is provided at least three (3) months in advance of any renewal anniversary date and subject to annual appropriations being made by the County Commission.</p> <p>6. Reservation of Powers</p> <p>Nothing contained herein shall be construed as abridging or limiting the powers, duties, rights and obligations of County or the County Commission as permitted or required by the laws and applicable rules and regulations of the State of Missouri.</p> <p>7. Miscellaneous Provisions</p> <p>This Agreement shall be the sole agreement between the parties hereto, and the parties further agree that there are no promises, representations or considerations constituting any part of this Agreement not recited herein or that have induced either party to execute this Agreement and be bound hereby, except as may be added by addendum or as authorized in this Agreement.</p> <p>8. Applicable Law</p> <p>This Agreement shall be interpreted under and pursuant to the governing laws of the State of Missouri.</p> <p>9. Waiver</p> <p>The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition or breach shall be construed or deemed to be a waiver of any other condition or other breach of any term, covenant or warranty contained in the Agreement.</p> <p>10. Assignment and Modification</p> <p>This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. This Agreement may only be modified or altered in writing and signed by the parties hereto.</p> <p>11. Assignability</p> <p>This Agreement shall be non-assignable.</p> <p>12. Notices</p> <p>Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered in person or, when sent by certified mail to the party for whom it is intended, at any address which either party hereto may from time-to-time</p>

Continued on page 295

ATTEST:

County Clerk

Presiding Commissioner

**ADAIR COUNTY COMMISSION MINUTES**  
**WEDNESDAY, JANUARY 23, 2019**

Continued from page 294

designate for such purpose, and when any such notice is so delivered or mailed, it shall be deemed to have been given upon the delivery or mailing thereof.

Notices to the County Commission shall be provided to the County Clerk at the address where the County Commission is located. Notices to Attorney shall be sent to Attorney's address as noted below or as changed from time to time by written communication to County.

**13. Severability**

If any provision of this Agreement shall be held invalid and unenforceable for any reason, such invalidity shall not effect the remaining provisions of this Agreement.

**14. Authority To Enter Into Agreement**

The signatories hereby acknowledge that they are authorized to enter into this Agreement on behalf of the respective parties.

The authorized representatives affix their signatures at Kirkville, Missouri, this 23 day of January, 2019, to this Agreement for which an electronic version shall constitute an original Agreement.

(remainder of page intentionally left blank)

For Adair County:  
By Mark Graham  
Presiding Commissioner

STATE OF MISSOURI )  
COUNTY OF Adair ) SS.

On this 23 day of January, 2019, before me and personally came Mark Graham, to me known, who being by me duly sworn, did say that he/she resides in Missouri, that he/she is the Presiding Commissioner of Adair County, that the signature made above is as authorized by County Commission action taken at a duly constituted meeting, and that he/she signed their name and title to this Agreement as the designated representative of the County.

Sandra Collop  
County Clerk

For Ivan L. Schroeder

Ivan L. Schroeder  
Ivan L. Schroeder, MoBAR No. 25583  
Schroeder Law Firm  
4579 Laclede Avenue, Suite 142  
St. Louis, Missouri 63108  
Tel: 314.454.1500  
Fax: 314.454.0098  
Cell: 314.704.7933  
[ils@schroederlaw.com](mailto:ils@schroederlaw.com)

ATTEST:

Sandra Collop  
County Clerk

Mark Graham  
Presiding Commissioner