

ADAIR COUNTY COMMISSION MINUTES
MONDAY, JULY 15, 2019
7TH DAY JULY REGULAR

The Adair County Commission convened at 8:30 a.m. on July 15, 2019 in the Courthouse at Kirksville. All Commissioners were present.

At 8:00 a.m., the Commission attended the opening ceremony of the 72nd Annual Northeast Missouri District (NEMO) Fair held in Kirksville. The fair will run July 15 through July 20, 2019. The fair has added a Grand Marshall designation to the events this year. The first Grand Marshalls of the NEMO Fair are Dave and Jeanne Clark of Brashear, Missouri. Mr. Clark is a past president of the NEMO Fair Association. It is anticipated that the fair will be attended by thousands of people from many surrounding communities.

At 9:00 a.m., the Commission met Derek Weber, NEMO Rural Planning Commission (RPC); Denise Derks, Community Development Block Grant (CDBG) Office; Jim Hughes, Kirksville Fire Department; Marla Greiner, NEMO RPC- Community Development planner to discuss possible CDBG grants.

Mr. Weber said they were meeting to see what grants might be available using CDBG funds for building a regional 911 center.

Presiding Commissioner Shahan said that the County has a piece of land with a foundation on it that they were hoping to find funds to build the new 911 center. The hope is that the building would serve as a community facility and 911 emergency response center.

Mr. Hughes said there are 3 counties in the area with no 911 at this time. The plan is to get these counties to join with Adair and have a regional center. It would serve all the counties for 911 services plus give them space for training to meet training requirements. It would also have better equipment and dependability.

Mr. Hughes said that right now they have 2 Emergency Management Directors, 1 County Official and 1 City Official. He said that with a regional center they might need to hire a fulltime emergency management director.

Denise Derks said that CDBG grants have a national objective to serve low to moderate income individuals. She stated the County would have to have at least 51% low income over all the County to qualify. At this time it does not meet that guideline.

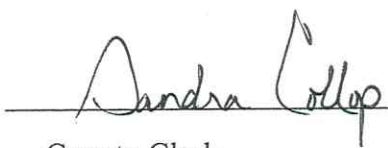
Commissioner Thompson asked if there were any grants for historical preservation for the Courthouse. Ms. Derks stated that there were not. 1st District Commissioner King suggested checking USDA loans.

At 10:30 a.m., members of the Board of Equalization (BOE) assembled to open the BOE hearings for 2019. Present were voting members, Presiding Commissioner Shahan, Commissioner King, and Commissioner Thompson. Non-voting members present included County Assessor, Kent Bryant and County Clerk, Sandra Collop, Secretary to the Board.

Commissioner King moved to open the BOE hearings for 2019. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion. A hearing has been tentatively scheduled for Wednesday, July 17, 2019 at 1:30 p.m. The oath of office for the Board of Equalization will be conducted at that time.

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ATTEST:


County Clerk


Presiding Commissioner

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At 1:30 p.m., Commissioner King moved to adopt Ordinance No. 2019-2 to establish speed limits on roads or bridges on roads within the County of Adair. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion. A copy of Ordinance 2019-2 will be retained in the County Clerk's Office.

Next, Commissioner King moved to adopt Ordinance No. 2019-3 to establish maximum weight limits on vehicles using roads or bridges on roads within the County of Adair. Presiding Commissioner Shahan seconded the motion. Commissioner Thompson concurred. All voted in favor of the motion. A copy of Ordinance 2019-3 will be retained in the County Clerk's Office.

Letters will be sent to the Missouri Department of Transportation and the Missouri State Highway Patrol informing them of the ordinances.

At 2:00 p.m., the Commission met with Angela Schultz who wanted to follow up with the Commission on filling out surveys of loss for the State Emergency Management Agency (SEMA). She stated that Fort Chariton restaurant had suffered losses in excess of \$10,000 in electrical damages to the building and equipment from a recent flooding event. The restaurant lost 13 days of business.

The restaurant had built an additional wall for protection prior to the recent flood, but flooding still occurred within the building. The Commission suggested she construct a document of damages and send to Jeff Alton at SEMA and to Derek Weber at the Regional Planning Commission (RPC). They could possibly help with disaster funding. The Commission also stated they had access to sand bags if she needed them in the future.

At 2:30 p.m., Commissioner King moved to sign an "Engagement to Represent" with the Edgar Law Firm in Kansas City, Missouri for representation in a civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion. Presiding Commissioner signed the document. It will be forwarded to the law firm. A fully executed contract will be returned to the County.

The Adair County Commission adjourned at 4:00 p.m. on July 15, 2019.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, July 15, 2019:

Barb Applegate – Zoning Information

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ATTEST:

County Clerk

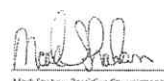



Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES

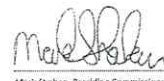
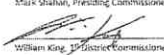
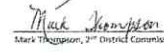

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IN REF. ORDER NO 9 Ordinance No. 2019-2 Speed Limits for Adair County Roads

<div> <p>COUNTY OF ADAIR, MISSOURI</p> <p>ORDINANCE NO. 2019-2</p> <p>An Ordinance of the County of Adair, Missouri for speed limits in accordance with Missouri Revised Statute 304.010;</p> <p>WHEREAS, The Adair County Commission, a county of the third classification may set the speed limit on roads or bridges on roads within the county of Adair. These speed limits must be lower than the maximum speed limit of 55 miles per hour where the condition of the road or the nature of the area requires a lower speed limit. The Adair County Commission will properly mark the roads by signs indicating the speed limit. If Adair County does not mark the roads with signs indicating the speed limit, the speed limit shall be 55 miles per hour.</p> <p>WHEREAS, No such speed limit will be considered unless 12 signatures of residents residing in the township where the road or bridge is located request the speed limit change. Or unless the road or bridge is deemed as a hazard by the Sheriff of Adair County or the Adair County Commission. All cost associated with the initial pricing of speed limit signs will be paid by the petitioner for the speed limit.</p> <p>WHEREAS, The Adair County Commission shall send copies of any order establishing speed limits on roads and bridges in the County to the Chief Engineer of the State Department of Transportation and the Superintendent of the State Highway Patrol. After the roads have been properly marked by signs indicating the speed limits set by the Adair County Commission, the speed limits shall be of the same effect as provided for in subsection 1 of the RSMO 304.010 and shall be enforced by the State Highway Patrol and the County Sheriff as if the speed limits were established by state law.</p> <p>This Ordinance shall be in full force and in effect from and after its passage and adoption. Should any provision of the Ordinance be adjudged invalid, said determination shall not affect the validity of the balance of this Ordinance.</p> </div>	<div> <p>Page 2 -- An Ordinance of the County of Adair, Missouri for speed limits</p> <p>THIS ORDINANCE WAS PASSED AND ADOPTED BY THE COMMISSION OF ADAIR COUNTY ON THE 15th DAY OF JULY, 2019.</p> <div>  <p>Mark Shahan, Presiding Commissioner</p>  <p>William King, 1st District Commissioner</p>  <p>Mark Thompson, 2nd District Commissioner</p>  <p>Sandy Collop, Adair County Clerk</p> </div> </div>
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IN REF. ORDER NO 10 Ordinance No. 2019-3 Weight Limits for Adair County Roads

<div> <p>COUNTY OF ADAIR, MISSOURI</p> <p>ORDINANCE NO. 2019-3</p> <p>An Ordinance of the County of Adair, Missouri for weight limits in accordance with Missouri Revised Statute 304.010;</p> <p>WHEREAS, The Adair County Commission may designate or find that any county road or bridge in Adair County is in such a condition that use thereof by vehicles of the weights specified will endanger the road or bridge, or the users thereof. The County will establish maximum weight limits for vehicles using such road or bridge in such amounts as will preserve the road or bridge and provide a reasonable margin of safety to the users thereof. Notice of any such weight limit established shall be given by posting signs at convenient and public places along any such road, and in conspicuous places at each end of any such bridge.</p> <p>WHEREAS, It shall be unlawful for any person to operate a vehicle of a weight in excess of the maximum limit established pursuant to the provisions of this section on or over any road or bridge upon which such maximum weight limits have been established unless the person shall have the expressed permission of the Adair County Commission who is empowered to establish such limit.</p> <p>WHEREAS, Any person who shall violate the provisions of this section shall be guilty of a misdemeanor and shall be liable in a civil action for any damages to the road or bridge.</p> <p>WHEREAS, The Adair County Commission shall send copies of any Order establishing weight limits on roads and bridges in the County to the Chief Engineer of the State Department of Transportation and the Superintendent of the State Highway Patrol. After the roads have been properly marked by signs indicating the weight limits set by the Adair County Commission, the weight limits shall be of the same effect as provided for in subsection 1 of the RSMO 304.010 and shall be enforced by the State Highway Patrol and the County Sheriff as if the weight limits were established by State law.</p> <p>This Ordinance shall be in full force and in effect from and after its passage and adoption. Should any provision with the Ordinance be adjudged invalid, said determination shall not affect the validity of the balance of this Ordinance.</p> </div>	<div> <p>Page 2-- An Ordinance of the County of Adair, Missouri for Weight Limits</p> <p>THIS ORDINANCE WAS PASSED AND ADOPTED BY THE COMMISSION OF ADAIR COUNTY ON THE 15th DAY OF JULY, 2019.</p> <div>  <p>Mark Shahan, Presiding Commissioner</p>  <p>William King, 1st District Commissioner</p>  <p>Mark Thompson, 2nd District Commissioner</p>  <p>Sandy Collop, Adair County Clerk</p> </div> </div>
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Presiding Commissioner

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IN REF. ORDER NO 11 “Engagement to Represent” with Edgar Law Firm in Kansas City
Missouri regarding Opioid Civil Suit

<p>ENGAGEMENT TO REPRESENT</p> <p>RE: <u>ADAIR COUNTY, MISSOURI</u> in civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby (the “Litigation”).</p> <p>1. SCOPE OF EMPLOYMENT: ADAIR COUNTY, MISSOURI (hereinafter “CLIENT”), by and through its County Commissioners, hereby retains the law firm of EDGAR LAW FIRM LLC, pursuant to the Missouri Rules of Professional Conduct, and THEODORA ORENGHER P.C. AND ANDREWS & THORNTON, pursuant to the California Rules of Professional Conduct (collectively, the “FIRMS”), on a contingent fee basis to pursue civil remedies against the manufacturers of prescription opiates and those in the chain of distribution of prescription opiates responsible for the opioid epidemic that is plaguing CLIENT, including but not limited to filing a complaint for public nuisance to abate, enjoin, recover and prevent the damages caused thereby (the “Litigation”). The FIRMS may decide to associate with other co-counsel in the case besides those named in this paragraph. Co-counsel will be bound by the same obligations and covenants as the FIRMS. Any questions or inquiries about the case should be addressed to John Edgar of Edgar Law Firm. CLIENT consents to the participation of the following FIRMS if no conflicts exist, including but not limited to conflicts pursuant to applicable rules of professional conduct:</p> <p>EDGAR LAW FIRM LLC 2600 Grand Blvd., Suite 440 Kansas City, Missouri 64108</p> <p>THEODORA ORENGHER P.C. 535 Anton Blvd, Ninth Floor Costa Mesa, CA 92626</p> <p>ANDREWS & THORNTON 4701 Von Karmen Avenue, Suite 300 Newport Beach, CA 92660</p> <p>2. ATTORNEY FEES: In consideration for the services the FIRMS are agreeing to provide, CLIENT agrees to pay twenty percent (20%) of the total recovery (gross) in favor of CLIENT as an attorney fee (the “Fee”) whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of any costs and expenses. CLIENT grants the FIRMS an interest in a fee based on the gross recovery. If a court awards attorney fees, the FIRMS shall receive the greater of the gross recovery-based contingent fee or the attorney fees awarded. There is no fee if there is no recovery. For the avoidance of doubt, the Fee is calculated from the gross award or settlement in CLIENT’s favor. After the 20% Fee is deducted, costs and expenses are then deducted from CLIENT’s remaining 80% share.</p> <p>CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, the skill required to perform the legal services, the likelihood this employment may preclude other employment by the FIRMS, the fee</p> <p>1160761 UNRECORDED 1</p>	<p>automatically charged for similar legal services, the anticipated (contingent) litigation expenses, the experience, reputation, and ability of the lawyer or lawyers performing the services, and the fact that the Fee is contingent upon a successful recovery.</p> <p>The Litigation is intended to address a significant problem in the CLIENT’s community. The Litigation focuses on the manufacturers and wholesale distributors, and their roles in placing millions of prescription opiates into the marketplace, which has resulted in opioid addiction, abuse, morbidity and mortality on an unprecedented scale. There is no easy solution and no precedent for such an action against these industries. Many of the facts of the case are locked behind closed doors. The billion-dollar drug manufacturing and distribution industries deny liability. The litigation may be very expensive, and the litigation expenses will be advanced by the FIRMS with reimbursement contingent upon a successful recovery. The FIRMS are therefore taking significant financial risk; the outcome of the Litigation is uncertain, as it is in all civil litigation, with compensation contingent upon a successful recovery.</p> <p>Negotiability of Fee: The rates set forth above are not set by law but are negotiable, and have been negotiated, between the FIRMS and CLIENT.</p> <p>3. REPRESENTATION OF OTHER ENTITIES: CLIENT acknowledges that the FIRMS represent other governmental entities against the same defendants. It is possible that such other representation may create a conflict with CLIENT’s interests, including with respect to the availability of funds to settle a claim or pay a judgment. CLIENT agrees that the FIRMS continue to represent, or may undertake in the future to represent, existing or new clients against the same defendants even if the interests of such clients in those other matters are directly adverse to CLIENT’s interests, including in litigation. The FIRMS agree, however, that the above consent shall not apply in any instance where, as a result of the FIRMS’ representation of CLIENT, the FIRMS have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other client, could be used in any such other matter by such client to CLIENT’s material disadvantage.</p> <p>4. COUSL AND OUTSIDE EXPENSES: The FIRMS and/or the other law firms in association with the FIRMS shall advance all litigation expenses necessary to prosecute these claims. Litigation expenses include but are not limited to expenses or charges for court costs, filing fees, depositions, and expert witnesses. CLIENT agrees that the term “expenses” includes but is not limited to retaining and compensating experts, enjoining and review of voluminous documents, postage, research, computerized document management, conference calls, jury consultants, travel, and costs relating to the depositions of defendants’ representatives, witnesses, and agents. If a matter requires experience or expertise uncommon to the FIRMS, outside counsel may be retained. The FIRMS will be reimbursed the FIRMS’ reasonable costs associated with the outside assistance. There is no reimbursement of litigation expenses if there is no recovery. In no event will CLIENT be obligated to pay costs and expenses advanced in excess of, or from any source other than, CLIENT’s share of any recovery. Costs and expenses advanced will be payable only out of the CLIENT’s share of any recovery and will not affect the contingency rate or fees due to the FIRMS. As this is a complex litigation, the FIRMS reserve the right to add any additional counsel, law firms, consultants and experts; however, this will in no way increase the Fee as set per the</p> <p>1160761 UNRECORDED 2</p>
<p>terms of this contract.</p> <p>Additionally, as previously disclosed, the FIRMS are representing various other municipalities and governments throughout Missouri, and the county, regarding the same or similar claims as the claims FIRMS are asserting on behalf of CLIENT. In doing so, certain costs will be incurred that will benefit all clients, generally. In those circumstances, the FIRMS will use their best efforts to share costs amongst all clients equally, and will seek CLIENT’s pre-approval, which will not be unreasonably withheld, of the allocation requested to CLIENT before the FIRMS bill allocated costs.</p> <p>5. FEES SHARING WITH CO-COUNSEL: The division of fees, expenses and labor amongst the FIRMS will be decided by private agreement between the FIRMS and subject to approval by CLIENT. Any division of fees will be governed by the Missouri Rules of Professional Conduct, including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with CLIENT; (2) CLIENT has given written consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is required by law, the written closing statement in a case involving a contingent fee shall be signed by CLIENT and each lawyer and shall comply with the terms of the Missouri Rules of Professional Conduct; and (4) the total fee is not clearly excessive.</p> <p>6. CHARGING LITIGATION: CLIENT acknowledges that this contingency fee agreement entitles the FIRMS to a lien against CLIENT’s recovery for reasonable fees, costs, and expenses, governed by Rule 4-1.5(c) of the Missouri Rules of Professional Conduct and Missouri common law. This lien remains in place even in the event FIRMS are discharged by the CLIENT. No such lien will be asserted unless CLIENT receives a recovery from the Litigation via settlement, judgment or otherwise.</p> <p>7. ABSOLUTE AND INDEPENDENT AUTHORITY OF CLIENT: CLIENT at all times shall retain absolute and independent authority to decide the direction and disposition of the Litigation and personally oversee and maintain ultimate control of the Litigation, including trial or settlement.</p> <p>8. COMMUNICATIONS WITH CLIENT: Upon conclusion of the Litigation, the FIRMS shall provide CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the reimbursement to CLIENT and the method of its determination. This closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers’ fees with a lawyer not in the same firm, as required in Rule 2-200(A)(1) and (A)(2) of the California Rules of Professional Conduct and in Rule 4-1.5(c)-(f) of the Missouri Rules of Professional Conduct. The closing statement shall be signed by CLIENT and each attorney among whom the fee is being divided.</p> <p>1160761 UNRECORDED 3</p>	<p>9. CLIENT’S DUTIES: CLIENT agrees to be truthful and cooperative with the FIRMS, to keep the FIRMS informed of any information or developments that may come to CLIENT’s attention that are relevant to the scope of the Litigation, to provide reasonable access to information the FIRMS may need in order to effectively prosecute the Litigation, including responding to all appropriate discovery requests, and to attend meetings when reasonably requested by the FIRMS.</p> <p>10. OTHER TERMS AND CONDITIONS</p> <p>a. Who is Our Client? It is the FIRMS’ policy to represent only the person or entity identified in this engagement letter. Unless specifically stated herein, the FIRMS’ representation of CLIENT does not extend to any of CLIENT’s affiliates, employees, officers, agencies, departments, or other governmental bodies under CLIENT’s supervision or control, or any entities in which CLIENT owns an interest or has supervisory authority. If CLIENT is a partnership, the FIRMS’ representation does not extend to the individual partners of the partnership. If CLIENT is a trade association, the FIRMS’ representation excludes members of the trade association. If CLIENT is an individual, the FIRMS’ representation does not include CLIENT’s spouse, siblings, or other family members. In addition, the advice and communications which the FIRMS render on CLIENT’s behalf are not intended to be disseminated to or relied upon by anyone else without the FIRMS’ written consent.</p> <p>b. Conflicts</p> <p>(i) The FIRMS represent many other companies and individuals. It is possible that during the time that the FIRMS are representing CLIENT, some of the FIRMS’ present or future clients will have disputes or transactions with CLIENT. CLIENT agrees that the FIRMS may continue to represent, or may undertake in the future to represent, existing or new CLIENTS in any matter that is not automatically related to the FIRMS’ work for CLIENT even if the interests of such clients in those other matters are directly adverse to CLIENT’s interests, including in litigation. CLIENT consents to and agrees to waive any and all conflicts of interest that arise out of the FIRMS’ representation of such other present or future clients and that CLIENT will not seek to disqualify any of the FIRMS from representing any other client on any matter adverse to CLIENT (except for matters substantially related to the FIRMS’ work for CLIENT), including but not limited to personal injury tort claims against CLIENT and procurement or construction related matters. The FIRMS agree, however, that the above consent shall not apply in any instance where, as a result of the FIRMS’ representation of CLIENT, the FIRMS have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other CLIENT, could be used in any such other matter by such CLIENT to CLIENT’s material disadvantage. In similar engagement letters with many of the FIRMS’ other clients, the FIRMS have asked for similar agreements to preserve the FIRMS’ ability to represent CLIENTS.</p> <p>(ii) In addition, CLIENT agrees that the FIRMS may disclose the fact of the FIRMS’ representation of CLIENT, without disclosing the nature of such representation, to other current or future clients that may be adverse to CLIENT for the purpose of</p> <p>1160761 UNRECORDED 4</p>

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ATTEST: 
County Clerk


Presiding Commissioner

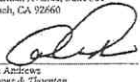
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Presiding Commissioner


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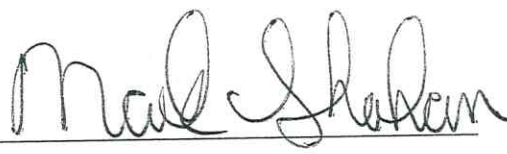
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<p>THEODORE GRONAUER P.C. 535 Austin Blvd, Ninth Floor Costa Mesa, CA 92626</p> <p>ANDREWS & THORNTON 4701 Van Kameh Avenue, Suite 300 Newport Beach, CA 92660</p> <p>By <u></u> Date <u>7/24/2019</u> Azise Andrews Andrews & Thornton</p>	
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IN REF. ORDER NO 12 Adair County Sheriff Fees for June, 2019

ATTEST:


County Clerk


Presiding Commissioner