### ADAIR COUNTY COMMISSION MINUTES MONDAY, APRIL 30, 2018 13TH DAY APRIL REGULAR

The Adair County Commission convened at 8:30 a.m. on April 30, 2018 in the Courthouse at Kirksville. All Commissioners were present.

At 10:00 a.m., the Commission met with Adair County Collector, Sonja Harden, to discuss the purchase of new software for the Collector's Office. She explained that she wanted to work with a subscription based company so the County would own the software. Mrs. Harden has chosen Clear Basin as the new software provider.

Mrs. Harden is estimating that the conversion will cost approximately \$10,000 to \$12,000 and will purchase using the Collector's Tax Maintenance Fund. She has researched this company through other County Collector offices using this same software and who have transitioned from the same current provider, EquiTech.

Presiding Commission Pickens signed the contract and Mrs. Harden will present the Commission with a fully executed document when it is returned. She is hoping the software transition will begin in the near future.

Mrs. Harden also requested Presiding Commissioner Pickens sign an engagement letter for legal services. Mrs. Harden will be using Travis A. Elliott of Ellis, Ellis, Hammons & Johnson, P.C. when legal issues arise in her office. Occasions occur when she needs answers to legal issues that cannot always be accomplished on a timely basis with County legal assistance. This will also be funded from the Collector's Tax Maintenance Fund. Presiding Commissioner Pickens signed the document along with Mrs. Harden.

Adair County Clerk, Sandra Collop, mailed check #72801 in the amount of \$7,500.00 payable to the Stephen A. Martin Trust Account for full settlement and completion of the "Confidential General Release and Settlement Agreement" fully executed on April 3, 2018. The letter was sent certified mail to Attorney Ivan Schraeder who will forward it to him with the W-9 Form to be completed.

The Adair County Commission adjourned at 4:00 p.m. on April 30, 2018.

#### Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, April 30, 2018:

Carol Race - Flats Trail Issue

Craig Hogg - Hungry Hollow Trail

Continued on page 110

ATTEST:

County Clerk

residing Commissioner

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# ADAIR COUNTY COMMISSION MINUTES MONDAY, APRIL 30, 2018

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IN REF. ORDER NO 18 Certificate of Training for Adair County Public Administrator, Rhonda Noe

Missouri Associati	ion of Public Administrators	
Certificate	of Trai	nina
그리고 하면서 하는 것이 없는 것이 없다는 것이 없다.	a Network of Caring	RECEIVE
$\gamma_{i}$		ASE 25 ZIGA
	da Noe	ADAIR COUNTY OF
20 hours of tra	ed for having completed Ining as per required in sate Bill 601	
Awarded this <u>20th</u> day of	April for the y	ear <u>2018</u>
Burban Ding E		Hagan
President		ommissioner
A CONTRACTOR OF THE PARTY OF TH		ommissioner
MAPA )	Thereof C	L' Garner of
	Training C	ommissioner

IN REF. ORDER NO 19 Engagement Letter - Legal Services for Adair County Collector

74	
LAW OFFICES OF	TATINGON B.C.
ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.	ELLIS, ELLIS, HAMMONS & JOHNSON, P.C. Spersyffeld, Missoulu 68806-2895
THE HAADSON'S TOWER SOLST, LOUIS STREET, SUITS 400	SPRINGFIELD, STISSOUR 05309-2545
SPRINGFIELD, MISSOURI 65806-2395	The second secon
RADROM A STARK (III*  THE RESIDENCE OF THE STAR STAR STAR STAR STAR STAR STAR STAR	and the applicable hourly rate. You will be expected to pay all amounts due within thirty
SOND A SERVICE AS SON SON SON SON SON SON SON SON SON SO	(30) days of the date upon which you are billed. A late payment charge of one percent (196) per month may be assessed against any account balance remaining unpaid for more
TANISA REDIT	(1%) per month may be assessed against any account balance returning unpaid to more than sixty (60) days, unless written exception to the contrary is given by this firm.
RECEIVED	than sixty (60) days, unless written exception to the contrary is given by this than
	<ol> <li>In the event we handle litigation, arbitration or settlement negotiations for a dispute, this</li> </ol>
January 15, 2018	Fig. is analyzined to receive on your behalf the proceeds of any settlement or judgment
ADAIR COUNTY CLERK	obtained. When any such settlement or judement is paid over to you and/or the firm, any
CLOSE !! CLERK	outstanding attorneys' fees and other charges then due the firm shall be deducted
9	therefrom, and the remainder will promptly be remitted to you.
Sonia Harden	and the second s
Adair County Collector	<ol> <li>This firm, with your prior approval only, may employ outside investigators to investigate</li> </ol>
106 West Washington	the facts executed in matters or expert witnesses to assist in the advancement of your
Kirksville, MO 63501	interests. This firm may also, in its discretion, employ associate counsel to assist in the
	prosecution of your interests, but only with your approval, and the fees of such associate
RE: Engagement Letter - Legal Services	counsel will be treated in the same manner as the attorneys= fees of this firm.
WOOD WATER	<ol> <li>In the event you subsequently discharge this firm, or obtain the substitution of other</li> </ol>
Dear Ms. Hurden:	attorneys before this firm has completed the services for which it is hereby employed, this
This letter sets forth your request for proposal for legal services for the Adair County	firm shall then be entitled to payment of all fees, and the reimbursement of all incurred
Collector. This firm is willing to represent the Adair County Collector (hereinafter "you" or	expenses, as set forth in the preceding paragraphs.
"client") under the following terms and conditions:	10 E E E E E E E E E E E E E E E E E E E
	<ol> <li>This firm has made no representations or warranties as to the prospect for successful</li> </ol>
<ol> <li>Our fee will be based on our regular hourly rates effective at the time of billing, and our</li> </ol>	termination of any matters, and any expressions made by this firm relative thereto are
time will be billed in one-tenth of an hour increments. Our current hourly fee schedule is	matters of opinion only.
attached.	at a firm interests
and the state of t	<ol> <li>This firm shall have the right to voluntarily withdraw its representation of your interests in the event: (a) you fail to comply with any of the provisions of this agreement; or (b)</li> </ol>
<ol><li>The term "this firm" means the lawyers for which an hourly charge is applicable, paraprofessionals, legal clerks, or investigators, and any other personnel employed by the</li></ol>	on the event: (a) you tail to comply with any of the provisions of his agreement of (b) you fail to make timely payment for the fees and/or costs and expenses billed pursuant to
firm. It is agreed that the attorney initially accepting the representation of your interests	you fail to make timely payment for the fees and of costs and expenses of the payment the terms of this agreement; or (c) a dispute arises between you and this firm, or the
may, within his discretion, seek the assistance of other attorneys or staff members within	individual attorney accepting your case over the handling of this matter; or (d) the firm, or
the firm regarding legal matters, and may delegate work to be performed in connection	individual attorney accepting your case, feels ethically compelled to withdraw, or feels
with this matter to other personnel.	that the best interests of both parties would be served by such withdrawal. In the event
	the firm withdraws, russiant to the provisions of this paragraph, it shall be entitled to all
<ol> <li>You will be responsible for the payment of all costs and expenses, including (when</li> </ol>	fees, costs, and expenses incurred prior to the date of such withdrawal.
amplicable) but not limited to the preparation of documents, fees for expert witnesses,	SELECTION OF THE PROPERTY OF T
face for investigators, expenses of discovery proceedings, photocopies, postage charges,	<ol> <li>Neither this firm, nor you as the client, will settle an arbitration or litigation matter that is</li> </ol>
and travel expenses incurred in the furtherance of your interests. Milenge for automobile	being handled by this firm withour the knowledge and consent of the other.
peace will be charged at the current rate approved by the IRS. Photocopy costs will be	ATTACHES MANAGEMENT CONTROL SECTION SE
charged at the rate of \$0.20 per page. Hotel, meal, and other expenses will be billed at	<ol> <li>This firm may request that you provide copies of certain documents necessary to the</li> </ol>
uctual cost.	representation of your interests. It is your responsibility to retain the originals of such
	documents. Should we request that you deliver an original document to us, it is your
<ol> <li>You will normally receive an itemized statement on or before the 10th day of each month</li> </ol>	responsibility to request a return of the original at or prior to the closing of your file, and
reflecting actual services rendered, expenses incurred, the person rendering the service,	to provide an appropriate receipt therefore.

Continued on page 111

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County Clerk

Presiding Commissioner

# ADAIR COUNTY COMMISSION MINUTES MONDAY, APRIL 30, 2018

### Continued from page 110

ELL	IS, ELLIS, HAMMONS & JOHNSON, F.C. Springfield, Missouri 6806-2505					
12.	Should any provision of this agreement be found to be void or unenforceable, it is the intention of the parties that all other provisions shall be enforceable, and shall remain in full force and effect.					
13.	The terms of this agreement shall apply to the legal matters set forth in the introductory paragraph to this letter, as well as any other legal matters for which our services may be requested subsequent thereto, unless a separate and distinct engagement letter is executed.					
14.	If the above provisions are agreeable to you, please sign the enclosed copy of this agreement, and return it to our office in the envelope provided.					
15.	The laws of the State of Missouri shall govern the construction and interpretation of this agreement.					
16.	All written materials constituting your file and this firm's work product will be seamed for purposes of retention and all "hard copies" will be shredded. The electronic/scanned copy of the file materials will be retained by this firm for a period of five (5) years. If you desire to have this "hard file" returned to you upon conclusion of any specific matter, please communicate that desire in writing at the time of conclusion.					
copie	If the arrangements outlined in this agreement meet with your approval, please sign two es of the agreement, remm a copy to our office, and keep the remaining copy for your rds.					
	ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.					
	Travis A. Elliott 1/15/2018  By: Travis A. Elliott (date)					
	ADAIR COUNTY COLLECTOR					
( <b>5</b> 0)	Jon Se Harden, Collector 04/30/18  By: Sont Barden, Callector 04/30/18  Stanty Poubers 04/30-2018					

Estatas	SPRINGFIELD, MISSO	NS & JOHNSON, P.C. 10741 65806-2505			
		FEE SCHEDULI	1		
	Shareholders:	Ransom A Ellis, III John D. Hammons, Jr. Todd A. Johnson Travis A. Elliott	\$190 per hour \$190 per hour \$190 per hour \$190 per hour		
×	Associates:	Jessica R. Hill Ryan Olson Paige J. Partack	\$170 per hour \$170 per hour \$170 per hour	n fi	× ,,,
	Paralegals:	Traci J. Burke	\$85 per hour		
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IN REF. ORDER NO 20 Order to Appoint Board Member to Senate Bill 40 on April 18, 2018

ADAIR COUNTY COMMISSION

Adair Consty Courthouse
196 W. Washington St.
Kirkaville, MG 63501
Phone: 660-665-2283

April 30, 2018

Reverend Dale Stone
1721 S First St.
Kirkaville, MG 63501
Dear Reverend Stone,
The Adair County Commissioners are pleased to announce your appointment to the Adair County Senate Bill 40/Development Disability Board. Your term is April 18, 2018 thru July 1, 2018.

The Adair County Commission appreciates your interest in belonging to the SB40 board. It is community members like yourself that makes Adair County a wonderful place to live.

Thank you,

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Continued on page 112

ATTEST:

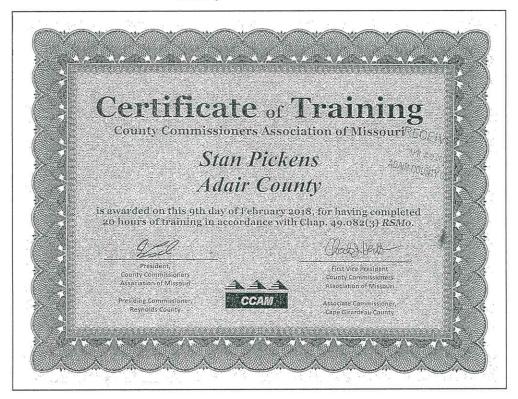
County Clerk

Presiding Commissioner

## ADAIR COUNTY COMMISSION MINUTES MONDAY, APRIL 30, 2018

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IN REF. ORDER NO 21 Certificate of Training for Adair County Presiding Commissioner, Stanley Pickens



ATTEST:

County Clerk

Presiding Commissioner