

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, JANUARY 10, 2018
5TH DAY JANUARY REGULAR

The Adair County Commission convened at 8:30 a.m. on January 10, 2018 in the Courthouse at Kirksville. All Commissioners were present.

At 9:15 a.m., Commissioner Thompson moved to accept the new County Government Legal Services Agreement with Ivan Schraeder of the Wagner Law Group. Presiding Commissioner Pickens seconded the motion. Commissioner Thompson and Presiding Commissioner Pickens voted "yes" in favor of the motion. Commissioner King voted "no" and was not in favor of the motion.

Commissioner King questioned the legal agreement signed in December, 2017 for Mr. Schraeder's services with Lowenbaum Law. He did not want to pay a retainer fee for 2 different law firms. Commissioner Thompson then called Mr. Schraeder who stated that the documentation to transfer the ongoing Greentop law suit files to Wagner Law Group provided the information that no longer associated Adair County with the former law group.

Mr. Schraeder joined the Wagner Law Group the first part of January, 2018. His new office is located at 25 W. Moody Avenue, Saint Louis, MO 63119. The new agreement was signed by Presiding Commissioner Pickens today.

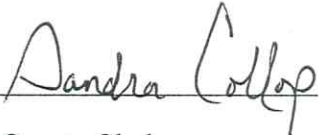

At 9:20 a.m., Commissioner King moved to support the Northeast Missouri Community Action Agency, dba Community Action Partnership of Northeast Missouri's (CAPNEMO), application for the Missouri Housing Trust Fund Program (MHTF). Commissioner Thompson seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion. A letter of support was signed by all Commissioners.

At 9:30 a.m., the Commission met with Adair County Clerk, Sandra Collop, to review paperwork she had received as a result of a sunshine request to the State Tax Commission (STC). As Adair County Prosecuting Attorney, Matt Wilson, was not present, the Commission decided against going into "closed" session.

As a result of non-compliance issues in the Adair County Assessor's office, it was recommended by the Prosecuting Attorney that the State Tax Commission (STC) be contacted to obtain information regarding the non-compliance issues. Mrs. Collop contacted the STC on January 2, 2018 with an official sunshine request asking for all correspondence/communications (or lack thereof) with Adair County Assessor, Donnie Waybill, or any of the Assessor's staff as of January 5, 2017. The request was to include information from the Local Assistant Section and also directly from the Commissioners of the Missouri State Tax Commission.

Mrs. Collop presented all e-mails she had received from the STC as a result of the sunshine request. She also had prepared a "Summary of Out of Compliance Notes regarding Adair County Assessor's Office; plus Concerns/Comments from the Chief Budget Officer of Adair County" and a "Chronological Chain of Events since Sunshine Request to STC on January 5, 2017".

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Information contained in the documentation included: the Assessor's failure to be in compliance for tax years 2013-2014 (residential only), and 2015-2016. As the Assessor had not made an attempt to update Adair County values, it was more than likely that assessment values would also be out of compliance for tax year 2017-2018 and possibly for 2019 if values were not substantially corrected. To date, Adair County's General Revenue (GR) fund had already lost approximately \$55,000 from lost reimbursements due to non-compliance from the State of Missouri. In addition, the GR fund is poised to lose another \$44,000 in 2018 due to non-compliance issues.

Mrs. Collop also gave the Commission another copy of the "Out of Compliance Notes regarding Adair County Assessor's Office" dated 1-17-17 that was presented to the Commission during 2017 budget preparations.

At 10:15 a.m., the Adair County Prosecuting Attorney arrived.

At 10:15 a.m., the Adair County Commission adopted the following resolution:

BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by section 610.021.1 of the Missouri statutes:

Discussion under Subsection 1 of the statute for "Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of actions or litigation involving a public governmental body or" ... and

BE IT FURTHER RESOLVED that if any business not covered by the stated reason or reasons for the closed session is raised during the closed session, that such business will be postponed until this meeting is reopened to the public and the sign for a closed meeting is removed from the doors of the Commission office. Present at the meeting were Presiding Commissioner Pickens; Commissioner King; Commissioner Thompson; Adair County Clerk, Sandra Collop; and Adair County Prosecuting Attorney, Matt Wilson. So motioned by Commissioner Thompson and seconded by Commissioner King. Presiding Commissioner Pickens concurred. All voted in favor of the motion at 10:15 a.m. on Wednesday, January 10, 2018.

Closed session ended at 11:34 a.m.

The Commission spent the day attending to business.

The Adair County Commission adjourned at 4:00 p.m. on January 10, 2018.

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Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, January 10, 2018:

None

IN REF. ORDER NO 9 County Government Legal Services Agreement with Ivan Schraeder of
the Wagner Law Group

<p>COUNTY GOVERNMENT LEGAL SERVICES AGREEMENT</p> <p>This AGREEMENT made this <u>10th</u> day of <u>JANUARY</u>, 20<u>18</u>, by and between IVAN L. SCHRAEDER, of Counsel, The Wagner Law Group, 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>146 W. WASHINGTON</u>, <u>KIRKSVILLE, 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 432.070 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>[99996AID04563.1]</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>[99996AID04563.1]</p>
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County Clerk Presiding Commissioner

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expenses for specially assigned legal work as set forth in Subsections (1)(A)(i)-(vi) of Agreement.

County shall designate, in written communication, person(s) with whom Attorney shall communicate and from whom Attorney shall take direction for services under this Agreement.

3. Fees To Be Paid

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 annual term of this Agreement.

Fees payable under Agreement and Agreement shall be subject to annual appropriation by County and subject to Section 432.070 RSMo.

4. Annual Service Fees and Invoicing

For the services provided by Attorney under Agreement, County shall pay an annual fee according to the County's assessed value, as follows:

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.

LEVEL 2 County - \$ 1,800 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.

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.

Fees may be paid by County in a single annual payment during the first month after approval of the annual County budget.

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, 2018, services will be prorated for the effected quarter of the remaining term of Agreement.

5. Term of Agreement

This AGREEMENT shall be made for an initial term commencing on January 1, 2018 or when AGREEMENT is properly adopted by the County Commission and running through December 31, 2018. Thereafter, this AGREEMENT shall remain in full force and effect for one

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(1) year periods, unless cancellation notice is provided at least six (6) months in advance of any renewal anniversary date and subject to annual appropriations being made by the County Commission.

6. Reservation of Powers

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.

7. Miscellaneous Provisions

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.

8. Applicable Law

This Agreement shall be interpreted under and pursuant to the governing laws of the State of Missouri.

9. Waiver

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.

10. Assignment and Modification

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.

11. Assignability

This Agreement shall be non-assignable.

12. Notices

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

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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 affixes their signatures at KIRKSVILLE Missouri, this 10th day of JANUARY, 2018, to three (3) counterparts of this Agreement each of which shall constitute an original Agreement.

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For ADAIR County:

By Stanley Pickens
Presiding Commissioner

STATE OF MISSOURI)
COUNTY OF ADAIR) ss.

On this 10th day of JANUARY, 2018, before me and personally came Stanley Pickens, 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.

Dandra Collop
County Clerk

For Ivan L. Schraeder

Ivan L. Schraeder
Ivan L. Schraeder, MoBAR No. 35383
Of Counsel
The Wagner Law Group
25 West Moody Avenue
St. Louis, MO 63119
314.236.0065 telephone
314.236.5743 facsimile
ischraeder@wagnerlawgroup.com

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ATTEST: Dandra Collop Stanley Pickens
County Clerk Presiding Commissioner

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IN REF. ORDER NO 10 Letter of Support for Northeast Missouri Community Action Agency
application for the Missouri Housing Trust Fund Program

Adair County Commission

106 W Washington
Kirksville, MO 63501
Phone 660-665-2283
Fax 660-665-8406

Stanley Pickens, Presiding Commissioner
William King, 1st District Commissioner
Mark Thompson, 2nd District Commissioner

January 10, 2018

Missouri Housing Development Commission
Community Initiatives Department
920 Main Street, Suite 1400
Kansas City, MO 64105

Re: NMCAA Missouri Housing Trust Fund Application

Dear Andrea,

We are writing in support of Northeast Missouri Community Action Agency, dba Community Action Partnership of Northeast Missouri's (CAPNEMO) application for the Missouri Housing Trust Fund Program (MHTF). Many families in rural Northeast Missouri are in need of housing assistance to either prevent or shorten the length of homelessness. These funds may also assist with home repairs that our Weatherization Program may not cover, along with health and safety accessibility issues. The efforts within the MHTF Program align with the vision of CAPNEMO to reduce the number of individuals/households that struggle to maintain safe, sanitary and affordable housing.

Additional funds secured by CAPNEMO through this program would assist in connecting families with the tools and resources to overcome their housing crisis. Our organization would support CAPNEMO's efforts to reduce the number of individuals/households facing housing barriers relating to housing.

We understand a partner agreement will be forthcoming from CAPNEMO post award that will define specific grant rules and regulations. We fully support and encourage funding the CAPNEMO MHTF Grant Application.

Gratefully,


Stanley Pickens
Presiding Commissioner


William King
1st District Commissioner


Mark Thompson
2nd District Commissioner

ATTEST:

County Clerk

Presiding Commissioner