

ADAIR COUNTY COMMISSION MINUTES

MONDAY, JULY 14, 2014

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IN REF. ORDER NO 11 Adair County Treasurer's Six Month Settlement dated 6-30-14

Six Month Settlement 06-30-14	REG. BALANCE	RECEIPTS	DISBURSEMENTS	INVESTMENT	SPENDING	BALANCE	ACTUAL BALANCE
001 COUNTY REVENUE	88749.81	103617.85	118452.23	89228.84	137425.17	88749.81	88749.81
001 ROAD & BRIDGE	61109.23	1,548,908.92	1,225,822.23	137425.17	137425.17	137425.17	137425.17
001 GOVERNMENT	11733.51	144492.93	157131.26	141326.48	141326.48	141326.48	141326.48
001 FIRE EMERGENCY FUND	32487.58	18444.44	18444.44	74886.57	74886.57	74886.57	74886.57
001 LAW ENF. SERVICES	75258.03	251428.99	289743.45	206221.98	206221.98	206221.98	206221.98
001 E-911 EMERGENCY SERV	104104.03	484.48	76611.00	30465.70	30465.70	30465.70	30465.70
001 E-911	10484.88	1248.58	22647.98	8000.00	8000.00	8000.00	8000.00
001 E-911	0.00	305877.69	305877.69	0.00	0.00	0.00	0.00
002 COUNTY REVENUE	112002.88	537.89	112002.88	0.00	0.00	112002.88	112002.88
002 VIOLENCE INT.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002 DOMESTIC VIOLENCE	31208.48	1798.94	235.00	39127.42	39127.42	39127.42	39127.42
004 MIL. BENE. GENERAL	12722.00	327.73	0.00	12849.73	12849.73	12849.73	12849.73
004 CO. CLERK COLLECTION	21996.16	2274.61	698.58	22842.21	22842.21	22842.21	22842.21
007 LAWYER FEE/LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
008 COUNTY RETIREMENT	2091.72	68180.85	78319.70	12002.87	12002.87	12002.87	12002.87
008 OVERSICL TAX	748.40	0.00	0.00	748.40	748.40	748.40	748.40
008 UNCLAIMED FEES	1425.28	8908.38	0.00	8128.85	8128.85	8128.85	8128.85
008 UNEMP. SCHOOL	2616.31	26068.88	0.00	26129.28	26129.28	26129.28	26129.28
008 RECORDERS USURER	3817.34	3146.26	172.57	4254.17	4254.17	4254.17	4254.17
008 RECORDERS TECH	49662.51	1811.07	2005.00	48173.58	48173.58	48173.58	48173.58
008 COLL. MAINTENANCE	114843.02	16247.00	205.49	130666.44	130666.44	130666.44	130666.44
008 CRIMINAL COURTS	0.00	20668.28	0.00	0.00	0.00	0.00	0.00
008 LAW ENF. PERSONNEL	327419.83	64847.72	18976.11	284372.45	284372.45	284372.45	284372.45
008 LAW ENF. TRAINING	524.88	1007.00	236.26	515.62	515.62	515.62	515.62
008 REPAIRS CIVIL ISS	85458.72	9991.00	1688.00	48763.76	48763.76	48763.76	48763.76
008 SUPERVISOR REVENUE	28163.73	7878.00	1489.41	33152.38	33152.38	33152.38	33152.38
008 INSP.	0.00	4895.00	2300.00	2595.00	2595.00	2595.00	2595.00
007 BIMATE SEC FUND	1470.03	2475.70	0.00	2475.70	2475.70	2475.70	2475.70
007 PHOS. ATTRY TRAINING	8767.18	759.54	0.00	7007.64	7007.64	7007.64	7007.64
007 PA. DEL. AND SALES TAX	10102.87	37.84	388.88	9851.83	9851.83	9851.83	9851.83
007 PA. ADMIN.	32946.42	78227.68	80878.78	17298.22	17298.22	17298.22	17298.22
007 LEAF	220.00	254.80	0.00	1569.48	1569.48	1569.48	1569.48
008 MULTI COUNTY	1818.27	1426.48	2015.85	4493.90	4493.90	4493.90	4493.90
007 JUV. JUSTICE CENTER	47017.18	41614.81	43188.73	11971.26	11971.26	11971.26	11971.26
008 JUVENILE GRANT OPER	17863.88	14252.33	14447.25	4993.96	4993.96	4993.96	4993.96
DISTRICT BOOKS &	0.00	487288.27	887788.37	11971.26	11971.26	11971.26	11971.26
HEALTH DEPARTMENT	0.00	412581.24	412581.24	0.00	0.00	0.00	0.00
AIRLIFELINE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LIBRARY	0.00	305877.68	305877.68	0.00	0.00	0.00	0.00
NO CONTRACT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LAPlate Fee	0.00	20048.85	20048.85	0.00	0.00	0.00	0.00
TOTAL	470553.81	1830080.88	1488216.93	0.00	4877196.78	4877196.78	4877196.78

7-10-14
Kory D. Kavenon

RECEIVED
JUL 14 2014
ADAIR COUNTY CLERK

IN REF. ORDER NO 12 Contract for Legal Counsel with Ivan Schraeder of the Lowenbaum Partnership, L.L.C.

COUNTY GOVERNMENT LEGAL SERVICES AGREEMENT

This AGREEMENT made this _____ day of _____, 2014, by and between IVAN L. SCHRAEDER, Attorney at Law, with his principal place of business in St. Louis, Missouri (hereinafter "Attorney"), and Adair County, a political subdivision organized and existing under the laws of the State of Missouri, with its principal office located as follows: 408 West Washington Street, Kirksville, Missouri 63501 (hereinafter "County").

WHEREAS, Attorney is engaged in the delivery of legal services in the state of Missouri to various local governmental entities including counties; and

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

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 to access legal services for the County with special rates available on a guaranteed basis from Attorney who relates to local governmental issues; and

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.

NOW, THEREFORE, in consideration of the mutual promises, agreements, undertakings and covenants hereinafter set forth, the parties hereto agree as follows:

1. Legal Services and Fees

A. Services Included and Associated Fees

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:

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.

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.

ii. 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.

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.

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.

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.

B. Services Not Included

The following legal services are not available to County from Attorney because they may create a conflict of interest:

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.

ii. No action commenced against a County official except for such defenses and actions as approved in writing by the County Commission.

iii. No actions or services that raise conflicts of interest between Attorney and any of his other clients.

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ATTEST: *Andrea Collop*
County Clerk

Ivan Schraeder
Presiding Commissioner