

**ADAIR COUNTY COMMISSION MINUTES
TUESDAY, DECEMBER 28, 2021
23RD DAY OCTOBER ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on December 28, 2021, at their temporary office located in the records storage building at the Adair County Road and Bridge complex. All Commissioners were present.

At 10:00 am the Commission met with Danica Collinge, Finance Administration Director for the Adair County Sheriff's Office and Tammy Miller, Adair County Deputy Clerk. The Sheriff's Office had put out for bid fuel for their vehicles. The bid was for top tier gasoline of 87 or 89 octane or E85.

One bid was presented from MFA Oil. Their bid was for \$.275 below pump price. No other bids were presented. Ms. Collinge, who was representing the Sheriff advised the Sheriff Office would accept this bid. Commissioner Thompson moved to accept the bid. Commissioner King seconded the motion. All commissioners voted in favor.

At 10:15 the Commission reviewed a contract to renew an existing Prepaid Legal Services contract with Ivan Schraeder. The contract would remain the same with no cost increases. Commissioner Thompson moved to renew the existing contract. Commissioner King seconded the motion. All voted in favor.

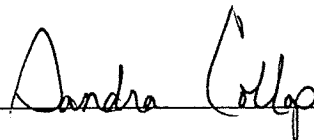
The Adair County Commission adjourned at 4:00 p.m. on December 28, 2021.

Unscheduled public walk-ins and other non-agenda items for December 28, 2021

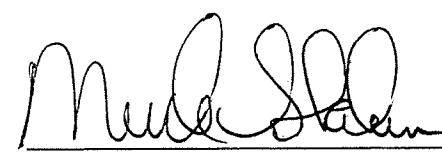
None

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ATTEST:



County Clerk




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IN REF. ORDER NO 17 Adair County Sheriff's 2022 Fuel Bid Opening


The company that likes where you do.

December 21, 2021

Adair County Clerk
Sandy Collop
311 N Elson St
Kirksville, MO 63501

RE: Adair Co Sheriff Fuel Bid

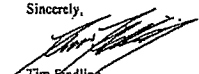
MFA Oil Company would like to submit a contract bid to furnish Top Tier gasoline of 87 or 89 octane or E85 gasoline at 2.75 cents under pump price purchased at the pump.

MFA Oil Company has two petro card stations, one station is located at 3715 N Baltimore and the second station is located at 512 W Normal and is available for use 24 hours a day, 365 days a year. We have more than 170 petro card site locations in Missouri, Arkansas, Iowa and Kansas. MFA Oil Company will provide petro cards for all personnel and vehicles of your choice. Petro card fuel will be billed once a month and show gallons of fuel charged for each employee and individual vehicle or piece of equipment by date, total gallons and charges for each transaction.

MFA Oil Company's core value is our commitment to corporate citizenship in communities where we do business. MFA Oil Company is a locally owned cooperative that pays patronage to its members/owners when the company is profitable. MFA scholarships are offered to high school seniors in the communities in our trade area.

MFA Oil Foundation offers grants to assist rural communities by donating resources that develop and strengthen organizations dedicated to education, youth, human services or civic endeavors.

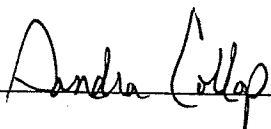
We appreciate the opportunity to submit a proposal for your fuel needs. We look forward to doing business with the Adair County Sheriff's Department.

Sincerely,

Tim Findling
MFA Oil Company
Manager


MFA Oil Company, 3715 N Baltimore, Kirksville, MO 63501 (609) 665-3810

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IN REF. ORDER NO 18 Government Legal Services Agreement for 2022

COUNTY GOVERNMENT LEGAL SERVICES AGREEMENT

This AGREEMENT made this 28th day of December, 2021, by and between IVAN L. SCHRAEDER and Schroeder Law Firm, with its principal place of business in St. Louis, Missouri (hereafter "Attorney"), and Adair County, a political subdivision organized and existing under the laws of the State of Missouri, with its principal office located at the following address: 106 West Washington Kirksville MO 63501 (hereafter "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 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

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 50% of Attorney's regular hourly rate for services and which are payable by County directly to Attorney as and when billed.

- 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.
- 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.

II. 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.

2. County Responsibilities

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

expenses for specially assigned legal work as set forth in Subsections (1)(A)(ii)-(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 fee 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 or in quarterly installments.

If County chooses 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, 2020, 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, 2022 or when AGREEMENT is properly adopted by the County Commission and running through December 31, 2022. Thereafter, this AGREEMENT shall remain in full force and effect for one

(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.

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.

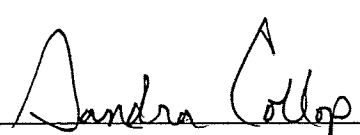
11. Assignability

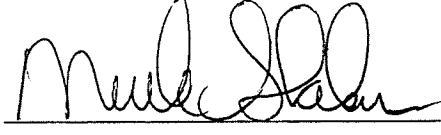
This Agreement shall be non-assignable.

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 affixed their signatures at Kennett, Missouri, this 28 day of December, 2021, to this Agreement for which an electronic version shall constitute an original Agreement.

(remainder of page intentionally left blank)

For Adair County:
By Mark Shahan
Presiding Commissioner

STATE OF MISSOURI)
COUNTY OF ADAIR) SS.

On this 28 day of December, 2021, before me and personally came MARK SHAHAN, 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
Schraeder Law Firm
4579 Laclede Avenue, Suite 142
St. Louis, Missouri 63108
Tel: 314.454.1500
Fax: 314.454.0098
Cell: 314.704.7933
ils@schraederlaw.com
www.schraederlaw.com

Above minutes as presented to the County Clerk:

ATTEST: Dandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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