

**ADAIR COUNTY COMMISSION MINUTES  
TUESDAY DECEMBER 27, 2022  
22ND DAY OCTOBER ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on December 27, 2022, 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 a.m., the Commission attended the Elected Officials meeting at the Adair County Annex.

Mrs. Collop reported she had received the Certifications of Assessed Value of the County for State Aircraft (\$564,871) and State Railroad and Utilities (\$49,734,450.) Together with assessed valuations as certified by the State Tax Commission on Form 11a (\$380,499,258) and Chapter 100 Property Tax Report (\$10,383,908), this brings the total Assessed Valuation for Adair County to \$441,182,487. Per the Salary Commission meeting held on November 1, 2022, all eligible Adair County Elected Officials will receive a 3% salary increase because of newly created valuation steps. The increase will take effect on January 1, 2023.

At 1:00 p.m., the Commission reviewed the renewal of legal services with Schraeder Law Firm. Commissioner Shahan moved to renew the contract. Commissioner Thompson seconded the motion. All Commissioners voted in favor.

The Adair County Commission adjourned at 4:00 p.m. on December 27, 2022.

**Unscheduled public walk-ins and other non-agenda items for December 27, 2022**

NONE

IN REF. ORDER NO 18 County Government Legal Services Agreement for 2023

# ADAIR COUNTY COMMISSION MINUTES

## TUESDAY DECEMBER 27, 2022

Continued from page 809.

### COUNTY GOVERNMENT LEGAL SERVICES AGREEMENT

This AGREEMENT made this 27 day of DECEMBER, 2022, by and between IVAN L. SCHRAEDER and Schraeder Law Firm, with his 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 W. 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 80% of Attorney's regular hourly rate for services and which are payable by County directly to Attorney as and when billed.

# ADAIR COUNTY COMMISSION MINUTES

## TUESDAY DECEMBER 27, 2022

Continued from page 810.

- 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.

### 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.

### 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



# ADAIR COUNTY COMMISSION MINUTES

## TUESDAY DECEMBER 27, 2022

Continued from page 811.

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 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 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, 2023, 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, 2023 or when AGREEMENT is properly adopted by the County Commission and running through December 31, 2023. Thereafter, this AGREEMENT shall remain in full force and effect for one

# ADAIR COUNTY COMMISSION MINUTES

## TUESDAY DECEMBER 27, 2022

Continued from page 813.

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 27 day of DECEMBER, 2022, to this Agreement for which an electronic version shall constitute an original Agreement.

(remainder of page intentionally left blank)

**ADAIR COUNTY COMMISSION MINUTES  
TUESDAY DECEMBER 27, 2022**


Continued from page 814.

For ADAIR County;

By   
Presiding Commissioner

STATE OF MISSOURI            )  
COUNTY OF ADAIR        )   SS.

On this 27 day of DECEMBER, 2022, before me and personally came \_\_\_\_\_, 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.

  
County Clerk

For 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](mailto:ils@schraederlaw.com)  
[www.schraederlaw.com](http://www.schraederlaw.com)