

**ADAIR COUNTY COMMISSION MINUTES**  
**MONDAY, JULY 1, 2019**  
**1ST DAY JULY REGULAR**

The Adair County Commission convened at 8:30 a.m. on July 1, 2019 in the Courthouse at Kirksville. All Commissioners were present.

At 10:00 a.m., the Commission conducted the final hearing to close Deerwood Trail. Also present at the hearing was Andy Whittom.

Commissioner Thompson called the hearing to order. He stated on June 28, 2019 Mr. Whittom had dropped off a petition from opponents to vacate Deerwood Trail. He continued that easements were not a consideration of the Commission in a road closure. Commissioner Thompson also stated that the road had not been maintained for several years and could be considered abandoned.

Cole Scruggs had previously stated that he wanted to put up a gate approximately 30 feet past his home to close the road due to people dumping trash. Mr. Whittom stated that he will have cattle in the future and Shawn Baker, another landowner involved, used the road to access the approximately 80 acres he farms. Mr. Whittom wants to keep the road open.

Commissioner Thompson said that the County's view saw it as less litigation and maintaining of the road and damage to equipment. It is an abandoned road and the County doesn't get CART money from the State or receive any funding for the road. Mr. Whittom, however, stated it has been maintained by former Road and Bridge employee, Kirby Bailey, and it is not abandoned. He says everything began when he leased his land to hunters. Commissioner Thompson stated that he hasn't heard any ill will toward him.

Commissioner Shahan stated that this new opposition has changed the game. He asked if there was any interest to purchase rock for the road. Mr. Whittom said "no." It was also discussed that there wasn't a dead-end road sign posted.

Commissioner Thompson stated that he was not sure if the people on the new petition were legitimate residents. He said all that could be done was to record the time and do a roll call vote. The Commission decided that before that would be done all residents on both petitions would be verified as legitimate citizens to sign the petitions. When this was completed, the Commission would once again discuss the situation.

At 1:00 p.m., the Commission along with Adair County Treasurer, Lori Smith, and Adair County Clerk, Sandra Collop spoke with Missouri Association of Counties (MAC) attorney, Travis Elliott. The Commission had contacted Mr. Elliott referring to the request of the Adair County Sheriff to buy out contracts of individuals he wanted to hire as County Deputies.

Discussion ensued regarding the use of tax payer money to pay for debts of individuals. The County had sought their legal counsel who stated that using taxpayers' money in that manner was unconstitutional. The Commission wanted another legal opinion as the Sheriff made the argument that this practice was being done in other counties. Mr. Elliott stated that participating in such activity created a risk that should not be ignored. He would not, however, agree or disagree with the practice.

The Commission thanked Mr. Elliott for his input.

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ATTEST:

  
County Clerk

  
Presiding Commissioner

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Later in the afternoon, the Commission again addressed the petition of opposition to the closing of Deerwood Trail. Everybody was verified on both petitions to be residents of the township. Presiding Commissioner Shahan said that the road was still being used and should remain open.

Presiding Commissioner Shahan then moved that Deerwood Trail should not be vacated and remain open. Commissioner King seconded the motion. Mrs. Collop called for a roll call vote:

Presiding Commissioner Shahan – YAY

1st District Commissioner Bill King – YAY

2<sup>nd</sup> Commissioner – Mark Thompson – YAY

Motion passed. Both parties will be notified by the County Commission of the decision.

The Adair County Commission adjourned at 4:00 p.m. on July 1, 2019.

**Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, July 1, 2019:**

Roger Brown – Dogwood Lane


IN REF. ORDER NO 1 Adair County Clerk Fees for June, 2019

IN REF. ORDER NO 2 Add-Ons and Releases for June, 2019

IN REF. ORDER NO 3 Adair County Collector Fees for June, 2019

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ATTEST:

  
County Clerk

  
Presiding Commissioner

# ADAIR COUNTY COMMISSION MINUTES

## MONDAY, JULY 1, 2019

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IN REF. ORDER NO 4 Depository Agreement for July 1, 2019 – June 30, 2021

RECEIVED  
JUL 1 2019  
ADAIR COUNTY CLERK

**DEPOSITORY AGREEMENT**  
July 1, 2019-June 30, 2021

This agreement made and entered into as of the 21<sup>st</sup> day of June 2019, by and between Adair County Commission and Adair County Treasurer, herein called the County, and Bank of Kirksville of Kirksville, Missouri, herein called the Bank. The parties hereby agree upon the following terms and conditions.

- 1. Appointment as Depository.** The parties acknowledge that the Bank has been appointed by the County for the term of July 1, 2019-June 30, 2021 as depository for the County's accounts.
- 2. Term of Agreement.** The term of this Agreement shall be for the period beginning July 1, 2019 and ending June 30, 2021. Provided, however, that either the County or the Bank may terminate this Agreement at any time upon giving ninety (90) days written notice to the other party of its intention to terminate. This Agreement may be extended for an additional two year period as agreed upon by both parties with interest rate negotiations.
- 3. Checking Account to Bear Interest on Deposited Funds.** The Depository shall pay interest to the County on all interest bearing accounts at the simple rate of 1.51%. Immediate credit shall be given for all deposits made before 2:00 p.m. at one of the branch locations, or 3:00 p.m. at the Main Bank on a banking day. Deposits made after these stated times or on a day the Depository is not open, shall be given immediate credit on the next banking day. The interest to be paid for the accounts shall be calculated on the average daily collected balances of deposited funds. Interest earned on the accounts shall be credited to the County on a monthly basis. The interest rate paid on

deposits will never fall below the rate of .62% for the term of the entire contract.

- 4. Service Charges.** The Bank will provide the banking services stated in this agreement for the County with no service charge and no minimum balance requirement.
- 5. Furnishing of Personalized Checks.** The Bank will provide personalized checks for your manual check made at no cost to the County. Preprinted generic deposit slips will be provided at no charge to the County.
- 6. Collection of Deposits.** The Bank shall process all drafts and other instruments, deposited by the County with no additional service charges to the County, except for any special charges which the Bank itself is required to pay for special collections. Fees paid by the Bank for the routine collection of checks shall not be considered to be special charges for special collections.
- 7. Payments of Deposit Balances.** The Bank shall pay the County's deposits to the County, or to specified third parties, upon written demands for the County Treasurer's signature on the Money Market Account and regular checks of the Now Account. Computer checks on the Now account require three (3) signatures of the following:
  - a. County Treasurer
  - b. County Clerk
  - c. Deputy Clerk
  - d. Presiding Commissioner
  - e. 1<sup>st</sup> District Commissioner
  - f. 2<sup>nd</sup> District Commissioner

- 8. Furnishing of Monthly Statements.** The Bank shall furnish monthly statements for each of the accounts. Each statement shall be accompanied by the applicable images of the canceled checks for the account. The statements shall cover a calendar month and be furnished by the 5th day of the following month.
- 9. Direct Deposit.** The Bank will provide payroll origination of direct deposit of the County's payroll at no charge to the County.
- 10. Duties of the Bank as a Depository of Public Funds.** The Bank shall safely keep the deposit and investments of the County and faithfully perform all duties and obligations imposed upon it by the law as a depository of public funds. The Bank will pledge securities to the County dollar for dollar on funds in excess of the FDIC coverage.
- 11. Certificates of Deposits.** The Bank shall bid on Certificates of Deposit upon request by the County.
- 12. Loans.** The Bank offers loans and/or lease purchase agreements for building, equipment, computer systems, buses, etc. Rates and terms would be negotiated at the time of application. Applications should be made to any Bank of Kirksville Branch.
- 13. Additional Services.** The Bank shall also provide the following services at no charge to the County.
  - a. Accept either oral or written order to stop payment on particular checks, provided, however, the County will request oral stop payment orders only on an emergency basis and will convert such oral orders to written orders within the next three business days.
  - b. Incoming/Outgoing wire transfers within the United States.

- c. Process chargeback checks to the County.
- d. Make telephone transfers or directed by the County.
- e. Internet Banking access with Cash Management functions.
- f. Bulk coin counting.
- g. Generic deposit books.
- h. Furnish locking and/or zipper deposit bags.
- i. Night depository service.

In Witness Whereof, this Agreement has been executed in duplicate as of the day and year first above written.

ADAIR COUNTY COMMISSION & ADAIR COUNTY TREASURER

BY: Lois J. Smith  
Lois J. Smith, Adair County Treasurer

BY: Mark Shahan  
Mark Shahan, Presiding Commissioner

BANK OF KIRKSVILLE

BY: Brenda Magruder  
Brenda Magruder, Executive Vice President

BY: Dandra Collop

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ATTEST: Dandra Collop County Clerk

Mark Shahan Presiding Commissioner

# ADAIR COUNTY COMMISSION MINUTES

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IN REF. ORDER NO 5 Petition Identified as Opponents to the Vacation of Deerwood Trail

**Petition for Vacation of a Public Road**  
Revised Standard Petition Form 20, 2005, Section 120.110

To the Adair County Commission (County of Adair, State of Missouri)

Date: 6-28-19

We the undersigned residents of the township or townships which the road is hereinafter described in Adair County make application for the vacation (also legally closed) of said road as well as the repair of the same an appropriate burden upon the County of Adair. The petition shall be publicly read on the first day of the "term" at which it is presented (the first working Monday of the month), and the matter continued without further proceedings until the next "term".

The proposed road's vacation beginning, course and termination description are as follows to-wit:

Commencing in the County Township of: Deerwood in Section 12, beginning at Deerwood Trail the northern part of the east side of Deerwood Trail

and terminating at The existing Deerwood Trail in the County Township of: Deerwood Section 12.

Notice of the filing of this petition shall be posted by the County in not less than three public places in such townships at least twenty days before the first day of the next "term" of the commission (first working day of the next month), and a copy of the same be personally served to all property owners whose lands are crossed or touched by the proposed road vacation. This petition shall be publicly read again on the second "regular term".

A third and last reading of the next term (the first working Monday of the month), will be publicly read and subsequent to reviewing any opposition, the Commission will render a decision to this petition to vacate.

There must be at least 12 signatures, and all residents must reside in same Township as mentioned above.

Petitioners			
Printed name	Signature	Printed name	Signature
Mary Goodhouse	<i>Mary Goodhouse</i>	Dan Graveling	<i>Dan Graveling</i>
Mike Miller	<i>Mike Miller</i>	Jimmy Graveling	<i>Jimmy Graveling</i>
Marie Cowart	<i>Marie Cowart</i>	Peggy Graveling	<i>Peggy Graveling</i>
Marie Lewis	<i>Marie Lewis</i>	Donna Graveling	<i>Donna Graveling</i>
Donna Graveling	<i>Donna Graveling</i>	Ray D. Smith	<i>Ray D. Smith</i>
Wanda Graveling	<i>Wanda Graveling</i>	Walter Smith	<i>Walter Smith</i>
Clara DARR	<i>Clara DARR</i>		

ATTEST: *Sandra Collop*  
 County Clerk

*Mark Stokan*  
 Presiding Commissioner