

**ADAIR COUNTY COMMISSION MINUTES
MONDAY, AUGUST 28, 2017
12TH DAY JULY ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on August 28, 2017 in the Courthouse at Kirksville. All Commissioners were present. Presiding Commissioner Pickens was present until 12:00 p.m. Commissioner Thompson will continue to be acting Presiding Commissioner during the absence of Presiding Commissioner Pickens.

At 10:00 a.m., the County Commission attended the 2017 Collector Back Tax Sale. The Collector offered seven properties for sale with three out of the seven selling on the steps of the Courthouse.

The County received the fully executed copy of the Laurel Lane Road Rock Agreement with the City of Kirksville.

The Adair County Commission spent the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on Monday, August 28, 2017.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, August 28, 2017:

Laverne Gerhold- Ameren;

Glenn Snyder- Complaining about Clay Way and East Center Road;

Bryan Nichols- Blunt's representative stopped by just to visit

**IN REF ORDER NO 7 Fully Executed Copy of Laurel Lane Road Rock Agreement with
City of Kirksville.**

LAUREL LANE ROAD
ROCK AGREEMENT

This Agreement made and entered into this 31 day of July, 2017, by and between the City of Kirksville, Missouri, a municipal corporation, hereinafter, referred to as City, and Adair County, Missouri, hereinafter referred to as County regarding maintenance to Laurel Lane (Formerly County Road 238) that lies between Business 83 and the entrance road of the City's wastewater treatment plant in unincorporated Adair County, Missouri.

WITNESSETH:

WHEREAS: Laurel Lane is a public county road, owned and maintained by the County of Adair and lies entirely outside the city limits of the City of Kirksville; and

WHEREAS: the City uses this roadway to transport equipment, chemicals and bulk sludge in connection with the city's normal and routine operation of a municipal wastewater treatment facility; and

WHEREAS: since 1977 the City and the County have, from time to time, jointly worked together to make improvements to Laurel Lane but now agree that annual maintenance is essential to ensure access to the City's wastewater treatment plant and to meet the expectations of the neighboring property owners who also use Laurel Lane.

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

Section One. The County agrees to purchase and apply rock in odd numbered calendar years to Laurel Lane in accordance with the County's Road Maintenance Policy as outlined in the 2017 Road Maintenance Policy for Calendar Year 2017, a copy of which is incorporated in this Agreement. This policy requires the placement of approximately 100 tons to the mile of rock on county gravel roads and provides this rock in those county roadways located south of State Highway 6 on odd numbered calendar years.

Section Two. The City agrees to purchase up to \$1,000 worth of rock, in accordance with the County's Road Maintenance Policy, for even numbered calendar years, and this rock is to be applied to Laurel Lane.

Section Three. The County will invoice the City for the cost of the rock for even numbered calendar years. Once the City pays for the rock, the County will deliver and apply the rock on Laurel Lane.

Section Four. This agreement is for Laurel Lane only and does not commit the City to similar requirements for other County roads.

Section Five. The City will indemnify and save harmless the County from all demands, claims, causes of action or judgments, and from all related expenses growing out of any

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LAUREL LANE ROAD
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act of neglect by the City, its contractors, agents or servants in connection with this Agreement. The County will indemnify and save harmless the City from all demands, claims, causes of action or judgments, and from all related expenses growing out of any act of neglect by the County.

Section Six. If any default shall be made in the obligation of this Agreement as set forth herein and if, after ten days written notice setting forth the default, the default shall continue, the other party may, at its election, terminate this Agreement by giving the other party written notice of termination.



Section Seven. It is agreed and understood that the City and County shall each have the right to terminate this Agreement with or without cause with one-hundred and eighty days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument in duplicate, the day and year first above written.

ADAIR COUNTY COMMISSION CITY OF KIRKSVILLE
Stacy Pickens *Glenn Snyder*
 Presiding Commissioner Mayor

ATTEST: ATTEST:
Andrea Collop *Glenn Snyder*
 County Clerk City Clerk

(County Seal) (City Seal)

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ATTEST: Andrea Collop
County Clerk

Stacy Pickens
Presiding Commissioner