

**ADAIR COUNTY COMMISSION MINUTES
TUESDAY, DECEMBER 1, 2020
13TH DAY OCTOBER ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on December 1, 2020 in the Courthouse at Kirksville. All Commissioners were present.

At 1:30, the Commission met with 3rd District State Representative, Danny Busick. He wanted to meet face to face to discuss situations within the County. Mr. Busick had received a phone call from Jerry Findling regarding Hazel Creek Road. The Commission said the road is currently closed across Hazel Creek Lake. They are still negotiating with the City on how to resolve the problem. Representative Busick said to give his number out whenever someone needed to call regarding a problem.

Representative Busick stated that Wayfair legislation will be proposed at the next session. Taxation for wind farms is also ongoing. Also, the Missouri Department of Revenue (MoDOT) will be patching asphalt this fall and winter and then fixing the areas better in the spring.

Commissioner Thompson asked Representative Busick to help with legislation of the Judicial Finance Commission regarding counties paying legal fees for Circuit Judges when there is a dispute.

Presiding Commissioner Shahan signed a GIS License Agreement with Zillow, Inc. to use Adair County GIS files solely for purposes of producing Updating Internal Files for the County and for no other purposes.

The Adair County Commission adjourned at 4:00 p.m. on Tuesday, December 1, 2020.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Tuesday, December 1, 2020:

None

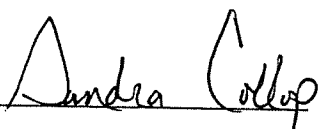
IN REF. ORDER NO 9 Adair County Clerk Fees for November 2020

IN REF. ORDER NO 10 Add-Ons and Releases for November 2020

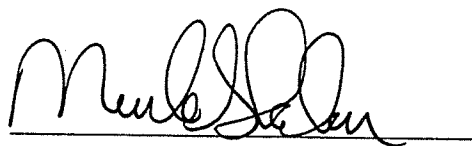
IN REF. ORDER NO 11 Adair County Collector Fees for November 2020

Continued on page 157.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, DECEMBER 1, 2020

Continued from page 156.

IN REF. ORDER NO 12 GIS License Agreement with Zillow, Inc.

RECEIVED
DEC 1 2020
ADAIR COUNTY CLERK

GIS LICENSE AGREEMENT

This agreement dated the 13 day of November, 2020, is made by Zillow, Inc. herein Licensee. If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

In consideration of the grant by Adair County, Missouri (herein sometimes referred to as "Licensor") of rights of use concerning specified GIS files of Adair County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in this License Agreement, the undersigned Licensee hereby agrees to accept and use such GIS files subject to and under the following terms and conditions:

1. The term "GIS files" used in this agreement means all computer-generated digitized files developed, retained, and as may be developed by Adair County, Missouri, in the future as a part of its geographic information system, regardless of format and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Adair County, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are the proprietary, intellectual property of Licensor.
2. The undersigned Licensee hereby agrees to use such GIS files solely for purposes of producing **UPDATING INTERNAL FILES** and for no other purposes. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a temporary, non-assignable License to use the Adair County Assessor's GIS files for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files. The undersigned further agrees not to make any alterations of the licensed GIS files, or any revisions, additions, or modifications to them.
3. The undersigned Licensee agrees not to distribute or sell the GIS files, or transfer them to any person or entity of any type without the consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse, distribute or sell the GIS files provided hereunder for any purpose except as authorized by this License Agreement without the written consent of Adair County, Missouri.
4. The Licensee accepts the GIS files from Adair County, Missouri now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS files in the condition given. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. Licensor expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of licensee) arising out of this agreement or use of the licensed materials. In no event shall licensor's liability exceed the total amount paid by the licensee for the use of the GIS files provided under this license agreement. The Licensee further

Page 1 of 2 Page License Agreement

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GIS LICENSE AGREEMENT

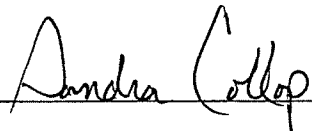
This agreement dated the 13 day of November, 2020, is made by Zillow, Inc. herein Licensee. If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

In consideration of the grant by Adair County, Missouri (herein sometimes referred to as "Licensor") of rights of use concerning specified GIS files of Adair County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in this License Agreement, the undersigned Licensee hereby agrees to accept and use such GIS files subject to and under the following terms and conditions:

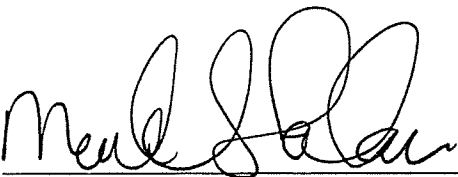
1. The term "GIS files" used in this agreement means all computer-generated digitized files developed, retained, and as may be developed by Adair County, Missouri, in the future as a part of its geographic information system, regardless of format and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Adair County, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are the proprietary, intellectual property of Licensor.
2. The undersigned Licensee hereby agrees to use such GIS files solely for purposes of producing **UPDATING INTERNAL FILES** and for no other purposes. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a temporary, non-assignable License to use the Adair County Assessor's GIS files for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files. The undersigned further agrees not to make any alterations of the licensed GIS files, or any revisions, additions, or modifications to them.
3. The undersigned Licensee agrees not to distribute or sell the GIS files, or transfer them to any person or entity of any type without the consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse, distribute or sell the GIS files provided hereunder for any purpose except as authorized by this License Agreement without the written consent of Adair County, Missouri.
4. The Licensee accepts the GIS files from Adair County, Missouri now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS files in the condition given. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. Licensor expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of licensee) arising out of this agreement or use of the licensed materials. In no event shall licensor's liability exceed the total amount paid by the licensee for the use of the GIS files provided under this license agreement. The Licensee further

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ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan