## 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 3<sup>rd</sup> 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.

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

### 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

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

Continued on page 157.

ATTEST:

County Clerk

Presiding Commissioner, Mark Shahan

Page 156

# ADAIR COUNTY COMMISSION MINUTES TUESDAY, DECEMBER 1, 2020

Continued from page 156.

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

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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 shell include all officers, directurs, employees, and agents of the Licensee who may be provided access to the GIS fries which are the subject matter of this agreement.

In consideration of the great by Adair County, Missouri (herein sometimes referred to as "Licensor") of rights of we concerning specified fils files of Adair County, Missouri, to which this agreement is applicable and which are now in existence on breafter developed and as further selfined and described in this Licenso Agreement, the undersigned Licensoe hereby agrees to secrets and use such GIS files are bublect to and under the following terms and conditions:

- 1. The term "OIS files" used in this agreement means all computer-generated digitated 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 understood Licensee. The undersigned Licensee hereby schewoledges that Adair County, Missouri, has protected legal rights under the federal copyright law and sure law to any and all such GIS files provided bereunder in existence or hereafter developed and that such GIS files are the proprietary, intellectual property of Licenseo.
- 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, License hereby grants Licensee a temporary, non-assignable License to use the Adalt County Assessor's GIS files for its Internal use only, and not for reasie, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by exceptance 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 Alternations of the licensed GIS files or any creations addition 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 berunder for any purpose except a sushorized by this Licensee Agreement without the written convent of Adalt County, Missouri.
- 4. The Licenses accepts the GIS files from Adair County, Missouri now in existence or bereafter 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 flashion changed. Licensor expressly disclaims warrantles of merchantability and filuses for a particular purpose. In no event shall licensor be liable for any indirect, special, or consequential dranager (including, without limitation, loss of use, data, business, or profits, and claims of customers of licensee in siring out of this sugrement or use of the licensed materials. In no event shall licensor's liability exceed the total amount prid by the license for the use of the GIS files provided under this license asserted. The license for the

Page I of 2 Page License Agreemen

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ADAIR COUNTY CLERK

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In consideration of the grant by Adair Councy, Missouri (herein sometimes referred to as "Licersor") 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 bereafter developed and se further defined and described in this Licersor Agreement, the undersigned Licersor bereity agrees to secont and use such GIS files a while to lear dunct the following terms and conditions:

- 1. The term "GIS files" used in this agreement means all computer-generated digitized files developed, trained, 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 noisenoviediges that Adair County, Missouri, has protected [egal rights under the federal copyright law and state have to any and all such OIS files provided bereunder in existence or hereafter developed and that such OIS files are the provinciary, intellectual prometry of Licensee.
- of modeling UPDATING INTERNAL PILES and for no other purposes. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensoe a temporary, annexestignable Licensoe to use the Adair County Assessor's GIS files for his internal use only, and not for reside, distribution, assignment, sublicense, or transfer to any third party. The Licenses grees that by acceptance of the GIS files under this Licenso Agreement is shall preserve all of Licensos's right, tile, and interest the the licensed GIS files. The undersigned further agrees not to make any Alternations of the licensed GIS files, or may revisions, additions, or modifications to them.
- 3. The undersigned Licensec agrees not in distribute or sell the GIS files, or transfer hem to any person or entity of any type without the consent of Licenser. The undersigned utber agrees not to pennit any person within its employ, or agent or contractor, or other person, or cruck, distribute or sell the GIS files provided bereamder for any purpose except as sudsorized by this License Agreement without the writner consent of Adair County, Missouri.
- 4. The Ideousee accepts the GIS files from Adair County, Missouri new in existence or hereafter developed without warrarity 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 upstated or in any fashion changed. Licensor expressly disclaims warrantles 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 curvitumes of licensees arising out of this agreement or use of the licensed materials. In no event shall licensor's liability exceed the total amount pdd by the licenses for the tars of the GIS files resolved modes the literate agreement or Table License.

Page 1 of 2 Page License Agreement

ATTEST:

County Clerk

Presiding Commissioner, Mark Shahan

Page 157