

**ADAIR COUNTY COMMISSION MINUTES**  
**TUESDAY, JULY 21, 2020**  
**9TH DAY JULY REGULAR**

The Adair County Commission convened at 8:30 a.m. on July 21, 2020 in the Courthouse at Kirksville. All Commissioners were present.

Presiding Commissioner Shahan and Adair County Assessor, Kent Bryant, signed a GIS License Agreement with Corelogic Spatial Solutions to grant rights of use concerning specified GIS files of Adair County. The License begins on June 15, 2020 and shall continue in force until the updating internal files is completed.

The Commission met with representatives from CTS Group a 1:00 p.m. Those present were Presiding Commissioner Mark Shahan, 1<sup>st</sup> District commissioner Bill King, 2<sup>nd</sup> District Commissioner Mark Thompson, Ellie Blankenship, and Ryan Moats with CTS Group.

Ms. Blankenship said they were going to do a preliminary analysis of the facilities to see where they would be able to help the County with energy efficiency and maintenance. She asked if there were other locations to be looked at other than the Courthouse such as the jail or juvenile center. Commissioner Thompson said that would be good, so they know the condition of the juvenile center as we redo the agreement. Commissioner Shahan stated that it would also be good as they now own that building and want to make sure that everything is done to keep it in good condition. They may want to contact the 2<sup>nd</sup> Circuit directly to do an assessment, just make sure the Commission knows about it. As for now they are going to concentrate on the courthouse.

Ms. Blankenship said they were here today to do a preliminary assessment on the existing conditions and would supply them with recommendations along with cost savings. There are Ameren rebates and other pay backs.

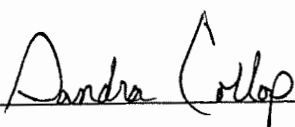
If the County were to move forward CTS would do the proposal release working with the Commission. If CTS got the bid, they would be managing all the sub-contractors, hopefully local contractors. They do not initiate change orders, the cost within the scope of the contract will not change. CTS also guarantees savings so if the savings come in lower than what was guaranteed they would write the county a check.


CTS would have a project manager on site working with all the sub-contractors anytime they were here.

Commissioner Thompson asked about the bid information of the sub-contractors. Ms. Blankenship said that CTS would take care of the bids, bonding, and everything else. The county would only pay CTS and they would do the rest.

CTS would like to do a walkaround and take some pictures. They asked about ventilation as that is a part of limiting the spread of Covid-19. They would be able to install HVAC with ventilation and eliminate the window units, which all the Commissioners agreed were not efficient and loud. Commissioner Thompson asked about if our yard space would permit the use of a Ground source heat pump. Ms. Blankenship thought it would be, they have done other locations with very limited ground also. The scope of the work could also incorporate restoration if that were something they wanted.

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County Clerk

  
Presiding Commissioner, Mark Shahan

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The Commission asked about getting grants for any of the work. Ms. Blankenship said there really is not any available right now, but they would apply for any rebates or grants as they become available.

At 2:30 p.m. The Commission met to review CARES applications. Those present were Presiding Commissioner Mark Shahan, 1<sup>st</sup> District Commissioner Bill King, and 2<sup>nd</sup> District Commissioner Mark Thompson.

Commissioner King made a motion to approve application #5 for Alliant Bank for \$4,997.07. Commissioner Thompson seconded the motion. All Commissioners voting aye.

Commissioner King made a motion to approve application #8 for Lone Star Physiques for \$10,025.30. Commissioner Shahan seconded the motion. All Commissioners voting aye.

Commissioner King made a motion to approve application #9 for City of Kirksville for \$25,593.54. Commissioner Thompson seconded the motion. Commissioner Shahan voiced concerns that the City has access to FEMA 4490 and that other entities do not. The County is applying there first and would like the City to do so in the future. Vote was taken with all Commissioners voting aye.

Commissioner King made a motion to approve application #10 for Adair County Health Department for \$16,055.72. Commissioner Thompson seconded the motion. All Commissioners voting aye.

Commissioner King made a motion to approve application #11 for The Escape Room for \$7,608.00. Commissioner Thompson seconded the motion. All Commissioners voting aye.

Commissioner King made a motion to approve application #12 for Second Judicial Circuit of Missouri-Juvenile Office, Detention, Residential and Courts for \$5,059.15. Commissioner Shahan seconded the motion. All Commissioners voting aye.

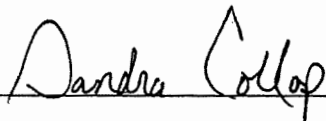
Commissioner King made a motion to approve application #13 for Adair County R-1 Schools for \$24,958.25. Commissioner Thompson seconded the motion. All Commissioners voting aye.

Commissioner King made a motion to approve application #14 for Kirksville Dental Group LLP for \$8,913.22. Commissioner Shahan seconded the motion. All Commissioners voting aye.

The Adair County Commission adjourned at 4:00 p.m. on July 21, 2020.

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County Clerk



Presiding Commissioner, Mark Shahan

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### Unscheduled Public Walk-Ins and other Non-Agenda Items for Tuesday, July 21, 2020:

None

IN REF. ORDER NO 8 GIS License Agreement with Corelogic Spatial Solutions

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RECEIVED  
JUL 21 2020  
ADAIR COUNTY CLERK

**GIS LICENSE AGREEMENT**

This agreement dated the 16th day of June, 2020, is made by CORELOGIC 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, in 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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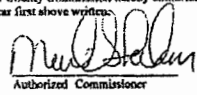
covenants that it releases and discharges Adair County, Missouri, their officers, employees, or agents, from any and all liability with respect to the completeness or accuracy of the GIS files provided hereunder, and that Licensee shall not under any circumstance hold liable Adair County, Missouri, or their officers, employees, or agents for any use made of them by the undersigned Licensee.

5. Notwithstanding the provisions of paragraph 6 below, the undersigned further acknowledges and agrees that the license for use hereby granted is revocable, modifiable and revocable upon order of the Adair County Commission.
6. This License shall commence on the date first written above and shall continue in force until such time as the UPDATING INTERNAL FILES is completed.
7. Please send the Shapefiles in the following format:  
 L: Jump Drive to address on file  
 L: Jump Drive to the following address: \_\_\_\_\_  
 Fx: Email to: [mckramer@corelogic.com](mailto:mckramer@corelogic.com)

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written. Mark Chowdhary  
St. Louis Data Acquisition  
 By Mark Chowdhary  
Authorized Licensee Member

AUTHORIZATION

The Adair County Assessor's Office and the Adair County Commission hereby authorizes the above License Agreement effective the day and year first above written.

  
 Adair County Assessor
 
  
 Authorized Commissioner

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ATTEST: Andrea Colby  
 County Clerk

Mark Shahan  
 Presiding Commissioner, Mark Shahan