

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, MARCH 28, 2018
22ND DAY JANUARY ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on March 28, 2018 in the Courthouse at Kirksville. All Commissioners were present.

At 10:00 a.m., First District Commissioner King moved to approve the Adair County Nursing Home District Resolution dated February 13, 2018. Second District Commissioner, Mark Thompson seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion. The resolution was originally hand delivered to Adair County Clerk, Sandra Collop, by James D. Smiser, of the Smiser Law Firm, on March 21, 2018. The resolution was reviewed by Adair County Prosecuting Attorney, Matt Wilson, in order for the Commission to determine the truth and validity of the resolution.

The Adair County Commission was served a petition from the Adair County Sheriff's Department. The Plaintiff/Petitioner, Garry Dale Danner – Case Number: 18-AR-CV00229, is seeking quiet title to property known as Bullhead Trail. Judge Russell Steele has been assigned to the case.

On Monday, April 2, 2018 the Adair County Commission will conduct the "First Reading of an Application to Close a County Road." In preparation of the hearing, the Adair County Commission sent certified mail to impacted land owners inviting them to attend a public hearing regarding a petition requesting a portion of Lookout Trail be vacated.

Presiding Commissioner Pickens signed the Novinger Community Center Lease Agreement for use of the Novinger Community Center as a polling place for elections held within Adair County in 2018. The election dates will be April 3, 2018; August 7, 2018; and November 6, 2018.

The Commission received the fully executed SpyGlass Snapshot Audit Agreement.

The Adair County Commission adjourned at 4:00 p.m. on March 28, 2018.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, March 28, 2018:

Rob Adams – s Power

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ATTEST:



County Clerk



Presiding Commissioner

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, MARCH 28, 2018**

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IN REF. ORDER 22 Adair County Nursing Home District Resolution dated February 13, 2018.

SANDRA COLLOP ADAIR COUNTY CLERK
106 W. Washington
Kirksville, MO 63501
(660) 665-3350
Fax (660) 785-3233

March 28, 2018

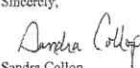
Smiser Law Firm
James D. Smiser
Crown Drive Professional Building
Suite 100
Kirksville, Missouri 63501

Dear Mr. Smiser,

At 10:00 a.m. this date, the Adair County Commission addressed your request to have the Adair County Nursing Home District Resolution dated February 13, 2018 be placed on the County Commission's agenda for consideration and action.

After review of the resolution by Adair County Prosecuting Attorney, Matt Wilson, the Commission has determined the truth and validity of said resolution. Today, the resolution was unanimously approved by the Adair County Commission.

The resolution will become a part of the Adair County Commission's permanent records and will be on file in the office of the Adair County Clerk.

Sincerely,

Sandra Collop
Adair County Clerk

Attachment

ADAIR COUNTY COMMISSION

Adair County Courthouse 106 W. Washington St Kirksville, MO 63501 Phone: 660-665-2283	Stanley Pickens, Presiding Commissioner William King, 1 st District Commissioner Mark Thompson, 2 nd District Commissioner Fax: 660-785-3233
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March 28, 2018

RE: Adair County Nursing Home District Resolution dated February 13, 2018

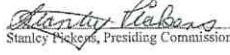
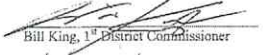
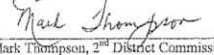

At 10:00 a.m., the Adair County Commission addressed the Adair County Nursing Home District Resolution dated February 13, 2018. After review of the resolution by Adair County Prosecuting Attorney, Matt Wilson, the Commission determined the truth and validity of said resolution.

First District Commissioner, William King, moved to approve the Adair County Nursing Home District Resolution dated February 13, 2018. Second District Commissioner, Mark Thompson, seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion.

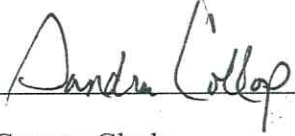
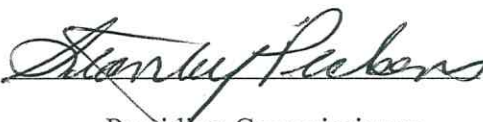
The resolution will become a part of the Adair County Commission's permanent records and be on file in the office of the Adair County Clerk.

So Approved On: March 28, 2018

Adair County Commission:

 Stanley Pickens, Presiding Commissioner	
 Bill King, 1 st District Commissioner	
 Mark Thompson, 2 nd District Commissioner	
 Sandra Collop, County Clerk	

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ATTEST:  County Clerk  Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES

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IN REF. ORDER 23 Novinger Community Center Lease Agreement

Novinger Community Center Lease Agreement

RECEIVED

This agreement made and entered into on the 21st day of March 2018, by and between Novinger Renewal, Inc., a Missouri not-for-profit corporation further known as "Lessor" and STANLEY PICKENS, as "Lessee."

- The Lessor does hereby rent, lease and let to the Lessee, the building located along the west side of Snyder Avenue on its south end, City of Novinger, known as the Novinger Community Center.
- This agreement is for a term commencing Apr. 3, Aug. 7 and Nov. 6, 2018 and ending on same dates 20.
- Lessee shall have use of all common areas including the reception area, restroom facilities and kitchen. **NOTE: NO TOBACCO or ALCOHOLIC PRODUCTS ARE PERMITTED.**
- The Lessee shall inflict no damage to the premises, including furniture, equipment, fixtures, doors, windows, floors, walls, grounds, etc. and shall prevent any removal of any Lessor-owned items from the premises without permission from the Lessor.
- The Lessee shall adequately clean all common areas to its pre-existing condition before vacating the building. Furthermore, the Lessee shall restore tables, chairs and/or furniture to their original position and setup, and shall vacate the premises no later than the termination date of this lease. **NOTE: Lessee must pay cleaning fee in advance if they prefer it be completed by a Renewal representative. The charge will be \$100.**
- The Lessee shall give the Lessor two (2) checks in advance - one for the rental fee in the amount of \$50 which shall immediately become the property of Novinger Renewal, Inc., and the second check in the amount of \$150 to serve as a security deposit in the event the terms of paragraphs 4 and 5 above are not met. The Lessor shall retain the security deposit check uncashed until the premises are vacated, the key returned and the inspection completed. If the terms of paragraphs 4 and 5 are not met, the security deposit check shall be returned to the Lessee uncashed, or if the terms of paragraphs 4 and 5 are not met, the Lessor shall keep the security deposit or an appropriate portion thereof, depending on the degree of non-compliance. A separate check for cleaning fees shall be submitted in advance if that option is chosen. **NOTE: The security deposit and additional monetary fees may be charged should the NO TOBACCO or ALCOHOLIC PRODUCTS policy be violated.**
- The Lessee shall pay the Lessor within 30 days all costs associated with the deviation of the terms of paragraph 4 above that exceed that portion of the security deposit retained by the Lessor for that purpose.
- Lessee does hereby agree to adhere to and comply with, the provisions as stated in the Rules and Regulations governing the use of the Novinger Community Center. I have read and understood the rules and regulations, and have received a copy of same.

Lessee Printed Name: STANLEY PICKENS Signature: Stanley Pickens
 Telephone: _____

Novinger Renewal Representative Signature: Glenna Young
 Telephone: 660-342-6455

Return one copy of lease with fees to Novinger Renewal, P.O. Box 24, Novinger, MO 63559. Keep one copy of lease, Rules Governing Use of NCC and Renter's Cleaning Checklist. Contact Danny & Glenna Young at 481-5286 close to the rental date to make arrangements for the key or opening of the Community Center.

Building has been setup since Apr. 2, Aug 6 and Nov 5 and take down since Apr. 4, Aug 8 and Nov. 7, 2018.
 \$100 charge per rental date due to building had up since then 24 has

IN REF. ORDER 24 Fully Executed SpyGlass Snapshot Audit Agreement

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between _____ County of Adair, MO ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

- Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications services accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

- Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:
 - 50% of any "Cost Recovery", as defined below
 - 12 times any "Service Elimination Savings", as defined below
 - 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.
 "Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).
 "Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

- Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

- Miscellaneous.** This agreement is governed by the laws of the State of Missouri, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warrant the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. **AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

<p>COMPANY County of Adair, MO Signature: <u>Stanley Pickens</u> Print Name: <u>STANLEY PICKENS</u> Date: <u>3-21-2018</u></p>	<p>AUDITOR The SpyGlass Group, LLC Signature: <u>Edward M. DeAngelo</u> Print Name: <u>Edward M. DeAngelo</u> Date: <u>3/22/2018</u></p>
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ATTEST: Danora Collop County Clerk Stanley Pickens Presiding Commissioner