

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, NOVEMBER 15, 2017
7TH DAY OCTOBER ADJOURNED

The Adair County Commission convened at 8:30 a.m. on November 15, 2017 in the Courthouse at Kirksville. All Commissioners were present in the morning. Presiding Commissioner Pickens attended the Regional Planning Commission meeting in Memphis, Missouri. Commissioner Thompson attended a Rural Crisis meeting in Columbia, Missouri. Commissioner Thompson will continue to be acting Presiding Commissioner during the absence of Presiding Commissioner Pickens.

The Commission reviewed the Bullhead Trail Agreement between the County and the City of Kirksville. After review, Commissioner King moved to accept the Bullhead Trail Agreement. Commissioner Thompson seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion. Presiding Commissioner signed the agreement and it was attested and embossed with the County Seal by Sandra Collop, Adair County Clerk. Commissioner King will deliver a signed copy to the City of Kirksville.

The Commission spent the remainder of the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on November 15, 2017.

The Adair County Commission will be attending the Missouri Association of Counties (MAC) 2017 Annual Conference in Osage Beach, Missouri. The Commission will reconvene at 8:30 a.m. on Wednesday, November 22, 2017.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, November 15, 2017:

None

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ATTEST: Sandra Collop County Clerk Stanley Pickens Presiding Commissioner

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IN REF. ORDER NO 6 Bullhead Trail Agreement with the City of Kirksville

**BULLHEAD TRAIL
AGREEMENT**

AN AGREEMENT BY AND BETWEEN THE COUNTY OF ADAIR (the "county") AND THE CITY OF KIRKSVILLE, MISSOURI (the "city") CONCERNING BULLHEAD TRAIL.

WHEREAS, the County owns Bullhead Trail east of Youngstown Trail to the dead end of where the bridge once existed.

WHEREAS, the City has maintained the road once the County chose not to continue its maintenance of the road to allow access to the dam, drains, spillway and pumps for maintenance and inspections.

WHEREAS, the County and City agrees that this section of road must remain in the ownership of the County to allow access to the Thousand Hill dam and pump stations. The lake and pumps supply drinking water and affect the health and welfare of all Adair County.

WHEREAS, the County will allow, and City has agreed, to maintain Bullhead Trail east of Thousand Hills Trail to the point where the bridge was removed. The road will be maintained to a level that will allow access of maintenance and inspection vehicles to City and State properties. The right of way maintenance will include removal or cutting of trees, brush, weeds, grass, or overhanging limbs, mowing within the right of way, or other maintenance required to allow adequate access for maintenance and inspection vehicles.

NOW, THEREFORE, in consideration of the mutual recitals contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

Section One. The County hereby conveys and the City hereby accepts maintenance responsibilities of Bullhead Trail as indicated above.

Section Two. The City will maintain this section of Bullhead Trail and right of way to a standard that will allow access by the City and others for the maintenance and inspections of City and State properties.

Section Three. This agreement will remain in place indefinitely or may be canceled by mutual agreement of the County and City.

Section Four. 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 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 judgment, and from all related expenses growing out of any act of neglect by the County.





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**BULLHEAD TRAIL
AGREEMENT**

Section Five. 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 Six. 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.

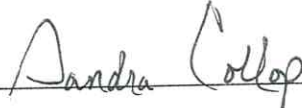
IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument in duplicate, the day and year first above written.

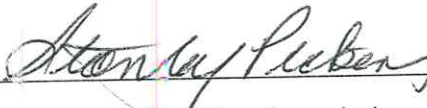
ADAIR COUNTY COMMISSION  Presiding Commissioner	CITY OF KIRKSVILLE  Mayor
ATTEST:  County Clerk	ATTEST:  City Clerk
(County Seal)	(City Seal)

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**BULLHEAD TRAIL
AGREEMENT**

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ATTEST: 
County Clerk


Presiding Commissioner