ADAIR COUNTY COMMISSION MINUTES MONDAY, JUNE 20, 2016 20TH DAY APRIL ADJOURNED

The Adair County Commission convened at 8:30 a.m. on June 20, 2016 in the Courthouse at Kirksville. All Commissioners were present.

The Commission toured numerous roads in the southwest quarter of the County. Some of the roads included Kohlmyre Trail, Flint Trail, Friendship Trail, Yarrow Trail, and County Line Way. All roads were in good to excellent condition.

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

The Adair County Commission adjourned at 4:00 p.m. on June 20, 2016.

IN REF. ORDER NO 18 Fully Executed Contract for Sale of Geographical Information System (GIS) Information to Adair County Rural Water

RECEIVED

684 9 0 2015

GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA LICENSE AGREEMENT CUNTY CLERK FOR ENTITIES REQUESTING ACCESS TO GIS AND RELATED DATA CREATED AND MANAGED BY ADAIR COUNTY

This Agreement is made and entered into this & day of Fore 2.94 by and between Adair County, Missouri (County) through its GIS Program and ATAUR Co. FLUSD & County (Licensee). In consideration of the mutual promises and covenants contained in this Agreement, the County and Licensee expressly agree that:

- Authority. This Agreement is made pursuant to the authority granted the County by Section 67 1850. RSMo. It is implemented pursuant to the direction of the County Code Section.
- Grant of License. The County grants to Licensee and Licensee hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described piecuin in the form produced and maintained by the Geographical Information System produced and maintained by the County.
- Licensed Materials. The materials licensed for use by Licensee under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of the County ("Licensed Materials").
- Use. Subject to the terms, conditions and prohibitions of this Agreement, Licensee shall be entitled to use the information contained in the licensed materials salely for its business.
- 5. Transfer. This License is expressly non-transferable and Licensee shall not transfer any interest, entitlement or obligations under this Agreement to any other person or entity. The Licenses Materials may not be distributed/or disclosed to any other party for that party's use without the written permission of the County.
- 6. Data. The data and information contained in the Licensed Materials shall be those files and, systems as recorded and existing as of the time Licensee requests the information. The County is under no obligation to provide maintenance of the Licensed Materials, and will not be responsible for providing maintenance for informing Licensees that maintenance hus been performed on the GIS, or that the information provided has been updated or in any fashion changed.
- 7. Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the County and with the offices or officials of the County having official custody of the Licensed Materials.

Continued on page 320

ATTEST:

County Clerk

Collop Stanley Flakes

Presiding Commissioner