

ADAIR COUNTY COMMISSION MINUTES
MONDAY, JANUARY 27, 2020
9TH DAY JANUARY REGULAR

The Adair County Commission convened at 8:30 a.m. on January 27, 2020 in the Courthouse at Kirksville. All Commissioners were present.

At 9:30 a.m., Presiding Commissioner Mark Shahan moved to approve the 2020 Adair County budget. Commissioner King seconded the motion. Commissioner Thompson concurred. All voted in favor of the motion.

At 10:00 a.m., the Commission hosted a Federal Emergency Management Agency (FEMA) meeting at the Adair County Annex building. The meeting was a recovery scoping meeting to assess damages from severe storms and flooding from DR# 4451-MO. The disaster declaration date was July 9, 2019 with the incident period covering April 29 - July 5, 2019. FEMA representatives present at the meeting included Malcomb Combs, Program Delivery Manager; Curt Kessler of the Environmental Department; Jacqueline Smith, mentor for Mr. Combs; and by telephone, Marcus Frederick of the Mitigation Division. Diana Thomas-Couch of the Adair County Road & Bridge Department and Sandra Collop, Adair County Clerk, were also present.

They were here today to gather information for damages. Mrs. Couch and the Commission presented damage information including major riverbank erosion problems on the Chariton River. The Corp of Engineers had already been contacted.

Mr. Combs said that all estimated damages needed to be priced out. Wooden bridges would not be replaced with wooden bridges. Mr. Frederick stated that an on-site inspection would be needed for mitigation work. Mr. Kessler was confused on the damages. Estimates would be needed for all road damage. Damages could be as much as \$500,000 for rock and road rebuild. Documentation would be needed.


Commissioner Shahan stated that in the future they would have a program known as Crisis Track to document damaged areas.

FEMA stated they would send a site assessor and need precise locations. If damage measured more than 200 feet, it would have to be reported as 2 separate jobs and GPS documented for each project. Projects should be divided into 2 groups – work done and work to be done. Locations using GPS should be used to identify damages. Time needed to be tracked when using County personnel. If the work was contracted, then FEMA gets the bill. If damage is classified as Category C, then reimbursement can be obtained on work already done without a site inspection.

The County has 60 days to report additional damage information which needs to be cost effective. Mitigation projects need to be feasible and reasonable. There will be a 75% cost share with mitigation work. A scope of work is needed with a cost estimate or actual cost.

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ATTEST:


County Clerk


Presiding Commissioner

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Commissioner Mark Thompson will be the primary point of contact. Presiding Commissioner Shahan will be the secondary point of contact. Mr. Combs will be in Adair County weekly either by a phone call or in person. There is a Grants Manager portal within the FEMA system that one person needs to know how to access and report information. Commissioner Thompson will be the signer. Mr. Combs will train Commissioner Thompson on the Grants Manager system. At 2:00 p.m., the Commission met with Bud Elam at Pickell Abstract Company to begin the process of purchasing his property located at 311 N. Franklin Street in Kirksville, Missouri. A closing date will be determined soon. The County has purchased the property for \$40,000.00. The Contract for Sale of Real Estate will be filed in the office of the County Clerk. Mr. Elam will be allowed 60 days to remove all personal items.

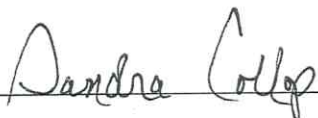
The Adair County Commission adjourned at 4:00 p.m. on January 27, 2020.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, January 27, 2020:

None

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ATTEST:



County Clerk



Presiding Commissioner

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IN REF. ORDER 10 Contract for Sale of Real Estate located at 311 N. Franklin St., Kirksville,
Missouri

RECEIVED
 JAN 27 2020
 ADAIR COUNTY CLERK

CONTRACT FOR SALE OF REAL ESTATE

This Contract is made on 1-27, 2020, between Charles Eldon
 Seller, residing at _____, City of Kirksville, State of _____
De W. Washing ton and Adair County, Buyer, residing at _____
Kirksville, State of Missouri.

The Seller now owns the following described real estate, located at 311 North Franklin City of
Kirksville MO, State of MO.

Legal Description: Parcel# 13-02.0-09-002-03-04.00000

For valuable consideration, the Seller agrees to sell and the Buyer agrees to buy this property for the following price and on the following terms: \$140,000.00

- The Seller will sell this property to the Buyer, free from all claims, liabilities, and indebtedness. The following personal property is included in this sale:
- The Buyer agrees to pay the Seller the sum of \$1000.00, which the Seller agrees to accept as full payment. This Agreement, however, is conditional upon the Buyer being able to arrange suitable financing on the following terms at least 30 days prior to the closing date for this Agreement.

- The purchase price will be paid as follows (cash, loan, seller financed):
CASH
- The Seller acknowledges receiving the Earnest money deposit of \$1000.00 from the Buyer. If the sale is not completed for any valid reason, this money will be returned to the Buyer without penalty or interest.
- This agreement will close on or before _____, at _____ o'clock _____, at Pickell Abstract Company, City of Kirksville, State of Missouri. At this time, and upon payment by the Buyer of the portion of the purchase price then due, the Seller will deliver to Buyer the following documents:
 A Bill of Sale for all personal property
 A Warranty Deed for the real estate
- At closing, pro-rated adjustments to the purchase price will be made for the following items:
 a) Utilities
 Property Taxes, and
 c) The following other items:
- The following closing costs will be paid by the Seller:
0
- The following closing costs will be paid by the Buyer:
All closing fees

- Seller represents that it has good and marketable title to the property, and will supply the Buyer with either an abstract of title or a standard policy of title insurance. Seller further represents that the property is free and clear of any restrictions on transfer, claims, indebtedness, or liabilities EXCEPT the following:

 Seller also warrants that all personal property included in this sale will be delivered in working order on the date of closing.
- The parties also agree to the following additional terms: allow 60 days to remove all personal items
- No modification of this Contract will be effective unless it is in writing and is signed by both Buyer and Seller. This Contract binds and benefits both the Buyer and Seller and any successors. Time is of the essence for this contract. This document, including any attachments, is the entire Contract between Buyer and Seller. This Contract is governed by the laws of the State of Missouri.

_____ Signature of Seller _____ Printed name of Seller _____ Signature of Seller _____ Printed name of Seller	<u>Mark Shahaw</u> Signature of Buyer <u>Mark S</u> Printed name of Buyer _____ Signature of Buyer <u>Mark Shahaw</u> Printed name of Buyer
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Contact information: Contact Numbers <u>660-665-7730</u> Email addresses: Seller: _____ Buyer: _____	Contact Numbers <u>660-665-2283</u> Email addresses: Buyer: <u>MShahaw@adair-county.com</u> Buyer: _____
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ATTEST: Sandra Collop Mark Shahaw
 County Clerk Presiding Commissioner