

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, SEPTEMBER 13, 2017

### 19TH DAY JULY ADJOURNED

The Adair County Commission convened at 8:30 a.m. on September 13, 2017 in the Courthouse at Kirksville. All Commissioners were present. Presiding Commissioner Pickens was present until noon. Commissioner Thompson will continue to be acting Presiding Commissioner during the absence of Presiding Commissioner Pickens.

Commissioner King moved to renew the Umbrella Auction Agreement with Purple Wave Auction. Commissioner Thompson seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion.

The Adair County Commission adjourned at 4:30 p.m. on Wednesday, September 13, 2017.

### Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, September 13, 2017:

Dave Hurt – Purple Wave information

Brad Smith - ATXI

IN REF. ORDER NO 16 Purple Wave Auction Agreement

**purple wave** **UMBRELLA AUCTION AGREEMENT**

**SELLER INFORMATION**  
 Customer No. @ known: \_\_\_\_\_ Segment: Government  
 Company Name: Adair County, MO  
 Representative Name: Stan Pickens Representative Title: \_\_\_\_\_  
 Street: 106 N Washington  
 City: KIRKSVILLE State: MO ZIP: 63501  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: spickens@adair.com

**AGREEMENT TO SELL AT AUCTION**  
 Seller (Purp Wave, Inc. ("Auctioneer")) to sell, as Seller's agent, the Property listed on any valid Exhibit 1 to Umbrella Auction Agreement (each exhibit referred to herein individually and collectively as "Exhibit 1") provided to Auctioneer during the effective period of this Agreement (as defined below) at public auction (each auction referred to herein individually and collectively as "Auction"), and Auctioneer agrees to use its best professional efforts to auction the Property. This auction contract sets out the parties' auction services agreement ("Agreement").

**A. AUCTIONEER WILL DO THE FOLLOWING:**

- Exercise its best professional judgment and effort to list and market the Property by Auction in a manner that is most likely to yield the best net sales price under the circumstances. Although Auctioneer will use its best efforts, no guarantee or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be realized are made by Auctioneer.
- Use its best efforts to qualify bidders and collect payment from them when the Auction is over. However, Auctioneer does not guarantee collection of payment from winning bidders.
- Settle the Auction with Seller within 20 business days after each Auction occurs. Any special settlement instructions should be given to Auctioneer before settlement is made ready.

**B. SELLER UNDERSTANDS AND AGREES TO THE FOLLOWING:**

- Seller has the power to sell and convey the Property free and clear of any liens or encumbrances without consent or approval of any third party and without condition or contingency except as expressly noted otherwise in an Encumbrance Disclosure delivered to Auctioneer.
- Seller will work with Auctioneer to complete all Exhibit 1 and related documents necessary to present full and accurate information about the Property to prospective bidders.
- The Property will be sold "absolute" and "without reserve," and the highest bid accepted by Auctioneer is the hammer price Seller will accept for the Property, less the commission due Auctioneer. Once Auctioneer has placed the Property on [www.purplewave.com](http://www.purplewave.com) and received a bid on it, the Auction has begun and the Property must not be sold for the highest bid received by the end of the Auction. Auctioneer may use words indicating the absolute nature of the auction in its event advertising.
- In its bid and against Auctioneer's policies for Auctioneer (acting as Seller's agent), Seller or someone else acting on Seller's behalf to bid on the Property. In the event Seller or someone bidding on Seller's behalf bids on the Property, Seller will pay Auctioneer fees times the Seller Commission and Buyer's Premium Auctioneer would have otherwise earned on the declared bid price for the Property, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property. If an innocent third party is the declared winner, then Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid.
- If Seller notifies anything missing or incorrect about the Property description on [www.purplewave.com](http://www.purplewave.com) or in the auction advertising, then Seller will notify Auctioneer right away.
- The Property is free and clear of encumbrances except as indicated on an Encumbrance Disclosure forwarded with each Exhibit 1.

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- Seller will deliver to Auctioneer any certificate of title Seller has at the beginning of the Auction, endorsed in blank, and Auctioneer may defer commencement of the Auction until a certificate of title is delivered. Auctioneer covenants to handle all titles solely in its capacity as agent of Seller. Seller grants Auctioneer a limited power of attorney to endorse all titles on Seller's behalf for transfer to winning bidders. Seller agrees to provide all additional evidence of authority required by government agencies to demonstrate Auctioneer's power to endorse titles for the Property on Seller's behalf.
- As partial compensation for Auctioneer's services, Seller agrees to pay Auctioneer the Seller Commission applied against the high bid(s) received for the Property at the Auction and all other charges stated on the attached Fee Schedule. Seller agrees Auctioneer may also collect from each winning bidder a standard Buyer's premium of 10% of the high bid(s) for the Property and retain those amounts as additional compensation for Auctioneer's services. Seller also agrees that Auctioneer may charge, collect and retain title handling fees for other assets, late payment fees and, for Property in Auctioneer's possession, late pickup fees from winning bidders. Auctioneer will deduct all Seller Commission and fees payable by Seller from Seller's gross auction proceeds and provide an itemized accounting. Auctioneer may set off any amounts Seller owes Auctioneer against any auction proceeds or other Seller funds that may be in Auctioneer's possession.
- Seller will not sell, remove or withdraw any portion of the Property from the Auction except with prior written consent by Auctioneer. Auctioneer is not required to give that consent, but if it does, Seller may be charged a cancellation fee plus (a) the full Buyer's Premium and Seller Commission for the Property based on a third party appraisal and (b) all expenses for advertising, advertising rejections, promotion, out of pocket expenditures, and Auction execution expenses accrued as of the date of cancellation or withdrawal.
- The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms required by Auctioneer. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees to hold Auctioneer harmless from and protect Auctioneer against losses or claims related to the condition of the Property except in situations where Auctioneer is at fault. Seller should maintain casualty insurance for the Property and possession is transferred to the winning bidder.
- Auctioneer will post the results of the Auction, including realized bid prices, on Auctioneer's website.
- The Property will sell in an internet-only auction on Auctioneer's website.

**C. MISCELLANEOUS**

This Agreement shall be governed by Kansas law, without regard to its law pertaining to conflict of laws, and any dispute shall be decided in the District Court of Riley County, Kansas. The Parties consent to that venue and to that court's personal jurisdiction. Auctioneer may waive any provision of this Agreement at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures and scanned/e-scanned signatures on this Agreement shall be as sufficient as original ink signatures. This Agreement is the whole agreement between the parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement.

The parties execute this Agreement effective the last date written below:

<b>SELLER</b> Signature: <u>Stanley Pickens</u> Title: <u>Presiding Comm Adair Co</u> Name Printed: <u>Stan Pickens</u> Date: <u>9-13-2017</u>	<b>AUCTIONEER - PURPLE WAVE, INC.</b> Signature: <u>Keith Montgomery</u> Title: <u>Executive Manager</u> Name Printed: <u>Keith Montgomery</u> Date: <u>9/13/2017</u>
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**SEE SCHEDULE**  
 Seller commission: 0%

**Advertising Fees:**  
 Determined and agreed in advance by Seller and Auctioneer on an asset-by-asset basis and noted on Exhibit 1

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ATTEST: Andrea Collop  
 County Clerk

Stanley Pickens  
 Presiding Commissioner