

# ADAIR COUNTY COMMISSION MINUTES WEDNESDAY, NOVEMBER 23, 2016 11TH DAY OCTOBER ADJOURNED

The Adair County Commission convened at 8:30 a.m. on November 23, 2016 in the Courthouse at Kirksville. Commissioner Adams and Commissioner Thompson were present. Presiding Commissioner Pickens was out of town. On Monday, November 21, 2016 and Tuesday, November 22, 2016, the Commission attended the Missouri Association of Counties (MAC) meeting held at the Lake of the Ozarks.

A fully executed copy of the Agreement for Professional Valuation Services with Moore and Shryrock, LLC (Appraisers) was received from Howe Company for BRO 50.

The Commission spent the entire day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on November 23, 2016.

IN REF. ORDER NO 14 Fully executed copy of Agreement for Professional Valuation Services  
with Moore and Shryrock, LLC (Appraisers) for BRO 50

<p style="text-align: center;"><b>AGREEMENT FOR PROFESSIONAL VALUATION SERVICES</b></p> <p><b>DATE OF AGREEMENT:</b> 11-3-16</p> <p><b>PARTIES TO AGREEMENT:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p><b>Client:</b> Adair County Commission Adair County Courthouse Kirksville, Missouri</p> <p><b>Bill To:</b> State AS ACWV</p> </td> <td style="width: 50%; border: none;"> <p><b>Appraiser:</b> Moore and Shryrock, LLC 605 E. Broadway Columbia, MO 65201 Ph: 573-494-1007 Fax: 573-449-2791 E-mail: am@msllc.com</p> </td> </tr> </table> <p>Client hereby engages Appraiser to complete an appraisal assignment as follows:</p> <p><b>PROPERTY IDENTIFICATION</b> Review appraisal of two appraisal reports by Pam Carnahan for bridge project in Adair County.</p> <p><b>PROPERTY TYPE</b> Land/UD</p> <p><b>INTENDED USERS</b> Client</p> <p><i>Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.</i></p> <p><b>INTENDED USE/PURPOSE</b> To assist client with land or easement acquisitions.</p> <p><i>Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.</i></p> <p><b>TYPE OF APPRAISAL</b> Narrative or form review report</p> <p><b>DATE OF VALUE</b> Current</p> <p><b>HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS</b> None anticipated.</p> <p><b>APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)</b> The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.</p> <p><b>ANTICIPATED SCOPE OF WORK</b> Site Visit Exterior observation on file.</p> <p><b>APPRAISAL REPORT</b></p> <p style="font-size: small;">© 2005, Appraisal Institute</p>	<p><b>Client:</b> Adair County Commission Adair County Courthouse Kirksville, Missouri</p> <p><b>Bill To:</b> State AS ACWV</p>	<p><b>Appraiser:</b> Moore and Shryrock, LLC 605 E. Broadway Columbia, MO 65201 Ph: 573-494-1007 Fax: 573-449-2791 E-mail: am@msllc.com</p>	<p><b>Report option</b> Appraisal review report</p> <p><b>Form or format:</b> Narrative or form</p> <p><b>CONTACT FOR PROPERTY ACCESS, IF APPLICABLE</b> See above.</p> <p><b>DELIVERY DATE</b> 2-4 weeks from receipt to proceed or stop</p> <p><b>DELIVERY METHOD</b> E-mail PDF, other</p> <p><b>NUMBER OF COPIES</b> At client's request</p> <p><b>PAYMENT TO APPRAISER</b> Cost is as follows for two review reports/ASSUMES TRAVEL: Travel/View Comps: 6-7 hours Report review and report writing: 4 hours Total Cost: Not to exceed \$1,375, invoiced at \$125/hr.</p> <p><i>If we can combine our travel with another project, the travel time could be less.</i></p> <p><b>W/O TRAVEL:</b> \$500 (4hr @ \$125)</p> <p><b>CONFIDENTIALITY</b> Appraiser shall not provide a copy of the written Appraisal Review Report, or disclose the results of the appraisal review prepared in accordance with this Agreement with any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).</p> <p><b>CHANGES TO AGREEMENT</b> Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use, the date of value, type of value, or property appraised, cannot be changed without a new Agreement.</p> <p><b>CANCELLATION</b> Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.</p> <p><b>NO THIRD PARTY BENEFICIARIES</b> Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to confer any portion or create a third party beneficiary of the Agreement, including, but not limited to, any third parties identified herein.</p> <p><b>USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS</b> Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Review Report and take full responsibility for the services provided as a result of this Agreement.</p> <p><b>TESTIMONY AT COURT OR OTHER PROCEEDINGS</b> Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitrational or administrative proceeding, or attendance at any judicial, arbitrational, or administrative proceeding relating to</p> <p style="font-size: small;">© 2005, Appraisal Institute</p>
<p><b>Client:</b> Adair County Commission Adair County Courthouse Kirksville, Missouri</p> <p><b>Bill To:</b> State AS ACWV</p>	<p><b>Appraiser:</b> Moore and Shryrock, LLC 605 E. Broadway Columbia, MO 65201 Ph: 573-494-1007 Fax: 573-449-2791 E-mail: am@msllc.com</p>		

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ATTEST:

  
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County Clerk

  
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Presiding Commissioner