

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 09

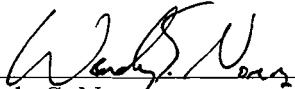
In the County Commission of said county, on the 21st day of July 20 09

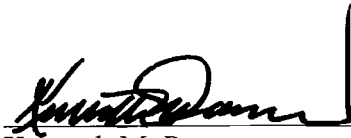
the following, among other proceedings, were had, viz:

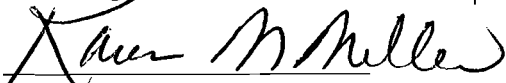
Now on this day the County Commission of the County of Boone does hereby approve the Tax Collection Agreement with the Village of Hartsburg. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 21st day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of July, 2009, by and between the Village of Hartsburg, Missouri, a municipal corporation, hereinafter called the "Village" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the Village and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the Village for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the Village boundaries.

II

The County by and through the County Clerk agrees to create, on behalf of the Village, tax billing amounts relating to all real and personal property located within the Village boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the Village, and shall include property taxes relating to the Village of Hartsburg, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the Village, all monies due and owing the Village for taxable property within the boundaries of the Village *except* monies due and owing the Village that relate to Special Assessments.

IV

The County agrees that the Village shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the Village taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the Village, the receipts due the Village at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the Village at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The Village shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo, not later than September first for entry in the tax books. If the Village should fail to comply with Section 67.110 RSMo, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect Village taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s). The Village shall provide to the County Clerk and County Collector all Village Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such Village Ordinances or any new Village Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the Village as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the Village to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo, and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the Village, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 RSMo shall exceed One Hundred Thousand Dollars (\$100,000.00) for sums collected through June 30, 2009, or One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the Village once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the Village and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the Village the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the Village a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify Village of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The Village further agrees that the 7% penalty authorized by state statute for delinquent taxes shall be retained by the County and distributed as provided in Section 52.290, RSMo.

X

The Village further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The Village further agrees that the County shall be authorized to compromise and abate taxes owed to the Village in the same manner as it authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The Village shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the Village, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2010, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2010, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement.

XIV

The Village agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

XV

Pursuant to the provisions of Section 137.073.7 RSMo, no tax rate shall be extended on the tax rolls unless the Village has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

VILLAGE OF HARTSBURG

By: Nancy H. Grant
Chair, Board of Trustees

ATTEST:

Nancy H. Grant
City Clerk, Acting

COUNTY OF BOONE

Patricia S. Lensmeyer
Patricia S. Lensmeyer, Collector of Revenue

Tom Schauwecker
Tom Schauwecker, Assessor

Wendy S. Noren
Wendy S. Noren, Clerk

Boone County Commission

By: Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

Wendy S. Noren
Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:

Charles J. Dykhouse
Charles J. Dykhouse, County Counselor

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STATE OF MISSOURI }
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July Session of the July Adjourned

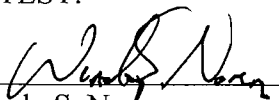
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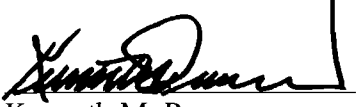
In the County Commission of said county, on the 21st day of July 20 09
the following, among other proceedings, were had, viz:

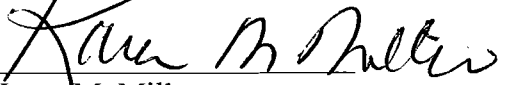
Now on this day the County Commission of the County of Boone does hereby award bid 35-25JUN09 – Juvenile Justice Center Parking Lot Reconstruction to Steve & Associates, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

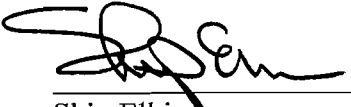
Done this 21st day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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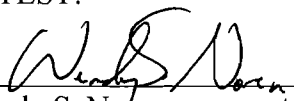
In the County Commission of said county, on the 21st day of July 20 09

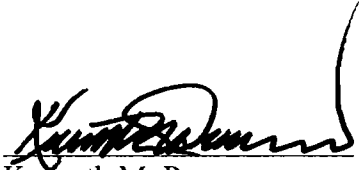
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby award bid 36-17JUN09 – Symantec Multi-Tier Protection Services Term and Supply to Southern Computer Warehouse. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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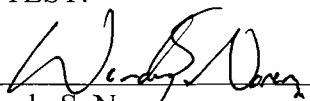
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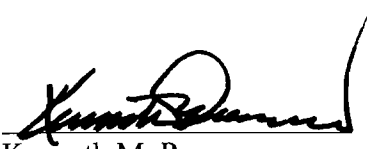
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Revenue Sharing Cooperative Agreement with the Village of Pierpont. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 21st day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

JAN 16 2010

**BOONE COUNTY / VILLAGE OF PIERPONT
COOPERATIVE AGREEMENT
(Revised June 10, 2009)**

THIS AGREEMENT dated this 21st day of July, 2009, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County," and the Village of Pierpont, a municipal corporation and political subdivision of the State of Missouri herein "Village".

WITNESSETH:

WHEREAS, County has Revenue Sharing funds available to fund mutually beneficial Village/County projects, including snow weather event services, in excess of the County's mandatory contribution to Village as required by Section 137.556 RSMo, and

WHEREAS, Village has desires to participate in the revenue sharing with the County, and

WHEREAS, County is willing to enter into a cooperative agreement with the Village for the weather event services under certain terms and conditions as set out herein, and

WHEREAS, it is contemplated that the County will encumber funds not used for weather event purposes, as set out herein, for use by the Village for an approved road project in the future at such time as there is a sufficient balance in the fund for that purpose provided the Village complies with the requirements set out herein; and

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 and Section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to budget funds in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for FY09.
2. County will provide services relating to inclement weather events, including but not limited to road pre-treatment, plowing and clean-up blading, consistent with the level of service provided to similar, primary roads within the County, to the road within the Village which is contiguous to existing County road plow routes.
3. From the budgeted funds set out herein, the sum of Two Hundred Dollars (\$200.00) per "weather event" shall be considered used and paid in-kind by Boone County to Pierpont. "Weather event" shall mean any weather-preparedness activity engaged in, including but not limited to, road pre-treatment, plowing and clean-up blading consistent with the level of service provided to similar, primary roads within the County, for any one, 24-hour period.
4. Any remaining, unused budgeted funds as documented and approved on the Pierpont Weather Event Reconciliation Form, shall be carried forward to future years, through the issuance of a Purchase Order to the Village in the amount of any remaining funds, to use on mutually-agreed projects in the Village provided the Village, prior to January 15, 2010, completes the Pierpont Weather Event Reconciliation Form, attached hereto and incorporated herein by reference, and returns the same to: Boone County Public Works, Attn: Chip Estabrooks, Pierpont Weather Event Reconciliation, 5551 Highway 63 South, Columbia, MO 65201. In the event that the form is not completed and returned to Public Works by January 15, the Village will forfeit any budgeted

funds for the immediately preceding fiscal year. All revenue sharing projects for the Village shall be subject to the same revenue sharing policies and criteria used by the County for other municipal revenue sharing of a similar nature.


5. In consideration of the receipt of the funds provided for herein, the Village agrees to abide by the following terms and conditions:
 - a. The Village acknowledges that it is receiving value in a sum not less than Two Thousand Five Hundred Dollars (\$2,500.00) from the County for weather event services and set aside for mutually-agreed road projects.
 - b. To cooperate with any Audit by the County or its designated auditor upon request for purposes in determining whether the funds allocated to the Village from the County under this agreement have been expended in compliance with this agreement.
 - c. It is agreed that the Village shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - d. To comply with the revenue sharing policies and criteria of the County.
6. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

By:


Kenneth M. Pearson
Presiding Commissioner

Date: 7/21/09

ATTEST:


Wendy Noren, County Clerk

APPROVED AS TO FORM:


CJ Dykhouse, County Counselor

VILLAGE OF PIERPONT

By:


Justin John
Chair, Board of Trustees

Date: 7-18-09

ATTEST:

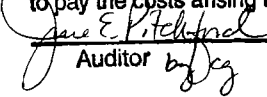


Barry J. Bean (ll)
City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.


Auditor by  Date 7/28/09 2049-71450

VILLAGE OF PIERPONT WEATHER EVENT RECONCILIATION FORM

Return by January 15 to:

FY09 Budget: \$2,500.00

Boone County Public Works
Attn: Chip Estabrooks
Pierpont Weather Event Reconciliation
5551 Highway 63 South
Columbia, MO 65201

To be completed by Village of Pierpont:

The Village of Pierpont hereby requests a Purchase Order issue on any remaining, budgeted revenue-sharing funds for FY09, after deduction for weather event services as certified by the Boone County Public Works Department.

Justin C. John
Chair, Board of Trustees
Dated: 7-18-09

To be completed by Boone County Public Works:

Number of "Weather Events" for FY09: 19
x \$200.00
Total Weather Event Charges: \$3,800.00

EXCEEDS \$2500.00 NO REMAINING FUNDS

Chip Estabrooks
Chip Estabrooks, Manager, Road Maintenance
Operations
Dated: 1-14-10

To be completed by Boone County Auditor:

FY09 Purchase Order Amount = FY09 Budget – FY09 Total Weather Event Charges: 0

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

Jane E. Pitchford 1/15/10 0
Signature Date Amount