STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

1st

day of

May

20

18

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Debbie R. Smith, Katrina L. Eddings and Christine E Gehlkin for a permit to allow a single-wide manufactured home to remain in a subdivision on 2.5 acres located at 1550 W. Rte. F, Clark, Missouri, subject to the following conditions:

- This permit is issued exclusively for the existing mobile home. The permit will terminate
  when the existing home is removed from the property and does not extend to any other
  mobile home.
- The property owner shall ensure that all structures on the property comply with zoning setback requirements.

Done this 1st day of May, 2018.

ATTEST:

Taylor W. Burks

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Party

District I Commissioner

Janet M. Thompson

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

1st

day of

May

18 20

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

Now on this day the County Commission of the County of Boone does hereby approve the request by James and Tammy Heuer to rezone from R-S (Residential Single Family) to C-N (Neighborhood Commercial) on 1.04 acres, more or less, located at 15471 N. Old Hwy 63, Sturgeon, Missouri.

Done this 1st day of May, 2018.

ATTEST:

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

District I Commissioner

Janet M. Thompson

239-2018

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

1st

day of

May

20 18

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Gara W. Toalson Trust to approve a Revised Final Development Plan for Toalson Estates Planned Development on 81.99 acres, more or less, located at 7273 S. Hidden Pond Ln., Columbia, Missouri.

Done this 1st day of May, 2018.

ATTEST:

Taylor W. Burks

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

**County of Boone** 

In the County Commission of said county, on the

1st

day of

May

18 20

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Deborah Vollrath Revocable Trust to approve a Final Development Plan for Vollrath A-2P on 9.77 acres, more or less located at 7370 S. Bennett Dr., Columbia, Missouri.

Done this 1st day of May, 2018.

ATTEST:

Clerk of the County Commission

Daniel K. Atwill

**Presiding Commissioner** 

District I Commissioner

Jane M. Thompson

STATE OF MISSOURI 1 ea

May Session of the April Adjourned

Term. 20 18

**County of Boone** 

In the County Commission of said county, on the

1st

day of May

20 18

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

- 1. Toalson Estates Plat No.1-B. A-2P. S8-T47N-R13W. Gara Toalson Trust, owner. David T. Butcher, surveyor.
- 2. Heuer's Café. S12-T50N-R13W. James and Tammy Heuer, owners. James R. Jeffries, surveyor.
- 3. Sycamore Hollow. S17-T50N-R12W. Fredrick R. Hill and Susan I. Hill Revocable Trust, owner. Kevin M. Schweikert, surveyor.
- 4. Forest View Acres. S24-T47N-R13W. Wendling Development LLC, owner. J. Daniel Brush, surveyor.

Done this 1st day of May, 2018.

ATTEST:

Taylor W. Burks

Clerk of the County Commission

Daniel K. Atwill

**Presiding Commissioner** 

Fred J. Parry

District I Commissioner

Janet M. Thompson

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

1st

day of

May

20 18

18

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment #1 between Boone County and The Curators of the University of Missouri, on behalf of the Office of Social and Economic Data Analysis.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 1<sup>st</sup> day of May, 2018.

ATTEST:

aylor W. Burks

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

Commission Order: 242 - 2018

## CONTRACT AMENDMENT NUMBER ONE AGREEMENT

The Agreement dated the 6<sup>th</sup> day of December, 2016 made by and between Boone County, Missouri and The Curators of the University of Missouri, on behalf of the Office of Social and Economic Data Analysis, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. PURCHASE: Pursuant to paragraph one of the Agreement, the County agrees to purchase additional services and Provider agrees to provide additional services as outlined in the Boone Indicators Dashboard 2018 Scope of Work as Exhibit B, in an amount not to exceed \$22,218.00.
- 2. PAYMENT FOR ADDITIONAL SERVICES: In coordination with the City of Columbia and Heart of Missouri United Way, the County will pay Provider an amount not to exceed \$22,218.00 per year. Provider shall invoice County on or about July 1, 2018 and on or about January 1, 2019 for \$11,109.00 and County shall make payment within 30 days following invoice.
- 3. REPLACE paragraph two with the following paragraph:

CONTRACT DURATION: This agreement shall commence on the effective date and end on December 31, 2017. Amendment One of this agreement shall commence January 1, 2018 and end on December 31, 2018 with the option to renew for three, one year terms.

4. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

The Curators of the University of Missouri	Boone County, Missouri
On behalf of the Office of Social and Economic	By: Boone County Commission
Data Analysis  By: Karen M Geren 3/2/2018	Daniel K. Atwill, Presiding Commissioner
Pre-Award Manager / Authorized Signer	0
By: Sponsored Programs Administration	By Boore County Children's Services Board
Printed Name/ Title	Les Wagner, Board Chair
APPROVED AS TO FORM:	ATTEST:
County Counselor)	Taylor W. Burks, County Clerk
ALIDITOD CEDTIFICATION: In accordance with SDSMe	50 660 I haraby cartify that a sufficient unanoumbared

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. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Oune & atchbord by 30 04/16/2018 1420/71101/\$11,109.00 2160/71101/\$11,109.00 Appropriation Account

243-2018

#### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

**County of Boone** 

In the County Commission of said county, on the

1st

day of

May

20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Tax Collection Agreement between Boone County and the City of Hallsville.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Tax Collection Agreement.

Done this 1<sup>st</sup> day of May, 2018.

ATTEST:

Taylor W Burks

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

#### TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2016 by and between the City of Hallsville, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Taylor W. Burks, Boone County Clerk, hereinafter called the "Clerk", and Brian McCollum, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and RSMo Sections 50.332 and 70.220, 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 City 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:

T

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 City boundaries.

II

The County agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries including surtax on businesses located within the boundaries of the City. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Hallsville, Missouri.

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

IV

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

V

The Collector agrees to remit to the City, the receipts due the City 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 City at least once per month at which time the Collector shall provide a Statement of Monthly Collections and Distributions Report.

VI

The City shall fix its ad valorem property tax rates, as provided in RSMo Section 67.110, not later than September first for entry in the tax books. If the City should fail to comply with RSMo Section 67.110, 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 City 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 City shall provide to the County Clerk and County Collector all City 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 City Ordinances or any new City 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.

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 City 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 RSMo Sections 137.720.1 and 137.750, 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 City to fund the costs and expenses incurred in assessing real and personal property. As further required by RSMo Sections 137.720.3 and 137.750, 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 City, 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 RSMo Section 137.720.3 shall exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the City 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 City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by RSMo Sections 137.720 and Section 137.750, 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 City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City 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 City of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

ΙX

The City further agrees that the penalty authorized by RSMo Sec. 52.290, as amended, for delinquent taxes shall be retained by the County and distributed as provided in RSMo Section 52.290.

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

XII

The City shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the City, 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. The City shall provide beginning and ending address range data for properties located within the City for all boundary changes of the City.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2019, 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, 2019, 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 City 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 RSMo Section 137.073.7, no tax rate shall be extended on the tax rolls unless the City 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.

#### CITY OF HALLSVILLE

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By: /		
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- Marie	11	12
Mayor		
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ATTEST:

City Clerk Rida J. Daple

-

Brian C. McCollum, Collector of Revenue

Tom Schauwecker, Assessor

Taylor W. Burks, Clerk

**Boone County Commission** 

By:

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Taylor W. Burks, Clerk of the County Commission

APPROVED AS TO FORM:

Charles J. Dykhouse, County Counselor

BILL NO. <u>2018-7</u> ORD. NO. <u>349</u>

## AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A TAX COLLECTION AGREEMENT WITH BOONE COUNTY

WHEREAS, it is in the best interest of the City of Hallsville and its' citizens to sign an agreement with Boone County for the purpose of the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Hallsville as follows:

- 1. The Mayor is hereby authorized and directed to execute an Agreement which is attached hereto and incorporated herein by reference as if set forth in full and verbatim.
- 2. This Ordinance shall become effective from and after its date of passage.

READ TWO TIMES AND PASSED THIS 9<sup>TH</sup> DAY OF APRIL, 2018.

Mayor James M. Nichols

ATTEST:

City Administrator/City Clerk Kenyetta Ridgway-Sample

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

1st

day of

May

18 20

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by MO Women's Political Caucus, on May 20<sup>th</sup>, 2018 from 11:30 am to 3:30 am.

Done this 1st day of May, 2018.

ATTEST:

Taylor W. Burks

Clerk of the County Commission

Daniel K. Atwi Presiding Commissioner

District I Commissioner

Janet\M. Thompson

Daniel K. Atwill, Presiding Commissioner Fred J. Parry, District I Commissioner Janet M. Thompson, District II Commissioner



Roger B. Wilson Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

# Boone County Commission

#### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:
Organization: DO Homens Tolatelal (aucus) Boly Airela
Address: 5967 D London are.
City: Khalas ( ly State) O ZIP Code 64/51
Phone: (573) 694-188 2 Website: MOLUPOCI. 6209
Individual Requesting Use: Taula Willio WA It Position in Organization: Therefore
Facility requested: Chambers
Event: Bil Militago
Description of Use (ex. Speaker, meeting, reception):
Date(s) of Use: 10) (11) 20, 2018
Start Time of Setup: // 30 AM/PM Start Time of Event: // 30 AM/PM
End Time of Event: 3 30 AM/PM End Time of Cleanup: 3 30 AM/PM
The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:  1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.  2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.  3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.  4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.  5. To indennify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, autorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.  Organization Representative/Title:  Organization Representative/Title:  Discreption Address:  Discreption
Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to summission@boongrountymo.org.
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS  The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.
ATTEST: BOONE COUNTY, MISSOURI
County Clerk  County Clerk  County Commissioner
DATE: 3.1.18