

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 5th day of June 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 Village of Harrisburg.

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 5th day of June, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of June, 2018, by and between the **Village of Harrisburg, 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”, Taylor W. Burks, Boone County Clerk, hereinafter called the “Clerk”, and Brian McCollum, 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 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 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 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 Harrisburg, 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 and Distributions Report.

VI

The Village 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 Village 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 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 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.

IX

The Village 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.

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. The Village shall provide beginning and ending address range data for properties located within the Village for all boundary changes of the Village.

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

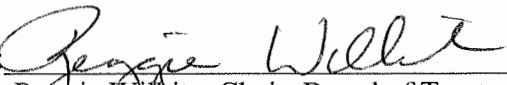
The Village agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

XV

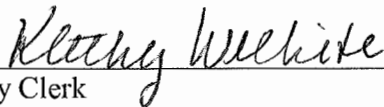
Pursuant to the provisions of RSMo Section 137.073.7, no tax rate shall be extended on the tax rolls unless the Village has complied with the tax rate certification process through the State Auditor's office.

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 HARRISBURG


By: 
Reggie Wilhite, Chair, Board of Trustees

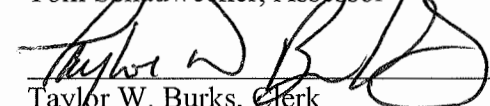
ATTEST:


City Clerk

COUNTY OF BOONE


Brian C. McCollum, Collector of Revenue


Tom Schauwecker, Assessor

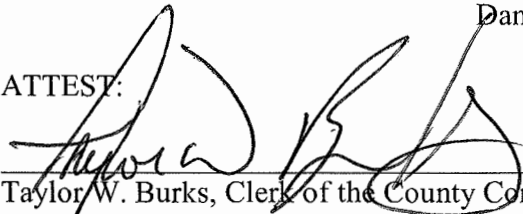

Taylor W. Burks, Clerk

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 18

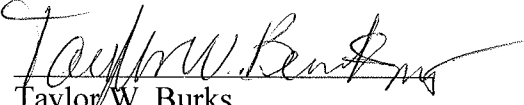
In the County Commission of said county, on the 5th day of June 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Renew Missouri on June 29th, 2018 from 9:30 a.m. to 12:30 p.m.


Done this 5th day of June, 2018.

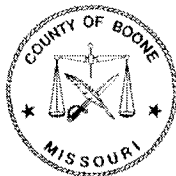
ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



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: Renew Missouri

Address: 409 Vandiver Drive 5-205

City: Columbia State: MO ZIP Code: 65202

Phone: 573-303-0394 Website: www.renewmo.org

Individual Requesting Use: Elizabeth Gower Position in Organization: Office Coordinator

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Utility Ratemaking Update

Description of Use (ex. Speaker, meeting, reception): Continuing Education Class

Date(s) of Use: Friday, June 29th

Start Time of Setup: 9:30am AM/PM Start Time of Event: 10:00am AM/PM

End Time of Event: 12:00p AM/PM End Time of Cleanup: 12:30p 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 indemnify 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, attorney 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: Elizabeth Gower, Office Coordinator

Phone Number: 816-820-7885 Date of Application: 5/31/18

Email Address: elizabeth@renewmo.org

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 commission@boonecountymo.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:

Taylor W. Benkins
County Clerk

BOONE COUNTY, MISSOURI

Daniel K. Atwill
County Commissioner

DATE: 6.5.18

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 18

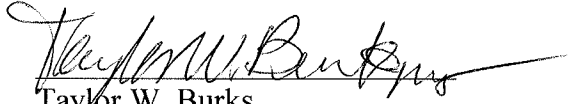
In the County Commission of said county, on the 5th day of June 20 18

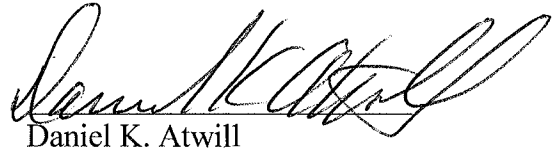
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Osage Group-Sierra Club on August 1st, October 3rd, and December 5th, 2018 from 6:25 p.m. to 9:10 p.m.

Done this 5th day of June, 2018.

ATTEST:

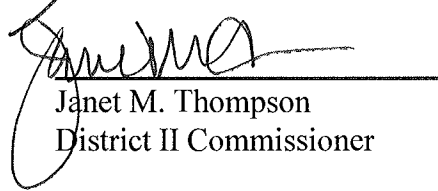

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



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: Osage Group - Sierra Club

Address: 4804 Shale Oaks Avenue

City: Columbia State: MO ZIP Code: 65203

Phone: 417-793-8600 Website: http://sierraclub.org/missouri/osage

Individual Requesting Use: Carolyn Amparan Position in Organization: Chair - Exec. Committee

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: General Meeting of Members

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: August 1, October 3, and December 5, 2018

Start Time of Setup: 6:25 PM AM/PM Start Time of Event: 6:30 PM AM/PM

End Time of Event: 9:00 PM AM/PM End Time of Cleanup: 9:10 PM 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 indemnify 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, attorney 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: Carolyn Amparan, Chair - Executive Committee

Phone Number: 417-793-8600 Date of Application: 6/1/2018

Email Address: sc.osage.group@gmail.com

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 commission@boonecountymo.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:

Taylor M. Benton
County Clerk

BOONE COUNTY, MISSOURI

Daniel K. Atwill
County Commissioner

DATE: 6.5.18