

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, OCTOBER 28, 2015

Continued from page 168

Page 2 of 3

(c) The parties further agree that the County shall be entitled to one percent (1%) plus an additional one half of one percent (0.5%) of all CITY taxes collected by the COLLECTOR as consideration for the county reassessment fund. To provide for payment of that amount, the COLLECTOR shall deduct 1.5% of each distribution of tax monies made to the CITY. The additional one half of one percent (0.5%) assessment fund shall not exceed \$75,000 in any year, any excess shall be refunded.

3. The COLLECTOR covenants and agrees:

(a) To use her best professional efforts to effectuate the collection of the CITY taxes, as set forth herein, by all lawful and proper means.

(b) To maintain reasonable and appropriate accounting and depository records and to pay the taxes collected by her in accordance with this agreement to the CITY.

4. It is contemplated by this agreement and understood by the parties that the CITY tax statements shall be included in the same mailing with the County tax statements and shall not require additional envelopes, postage and related supplies.

5. That the original term of this agreement shall begin on MARCH 02, 2015 and continue until including the last day of February, 2016, unless sooner changed by operation of law.

6. Following the initial agreement period, this agreement shall continue in force from year to year unless either party gives the other party written notice to terminate, by certified mail, not later than March 1st yearly. Any requests for amendments to or modification of this contract by either party shall be submitted in the manner and by the date specified for termination notices.

7. All accounting and reconciliations will be made as of the date of termination. Any change in laws and regulations which substantially changes or effects the responsibilities or performance of the parties hereto shall make this agreement voidable, at the option of the party or parties so affected.

8. Upon the termination of this agreement without further renewal, the COLLECTOR shall make available to the CITY any such existing records under her control as may be necessary to enable the CITY to undertake the collection of taxes assessed on city property in the CITY, in the year after termination.

Page 3 of 3

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day and year first above written.

ADAIR COUNTY, MISSOURI

By: Stanley Pickens  
Stanley Pickens  
Presiding Commissioner, Adair County Missouri


By: Sofija Harden  
Sofija Harden, Collector of Revenue  
Adair County Missouri


By: Sandy Collop  
Sandy Collop, County Clerk  
Adair County Missouri

CITY OF NOVINGER, MISSOURI

By: [Signature]  
Mayor

ATTEST: [Signature]  
City Clerk

  
CLERK OF COMMISSIONERS  
ADAIR COUNTY  
MISSOURI

  
LISA RHODS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
ADAIR COUNTY  
My Commission Expires 12/31/2017  
Commission # 12512743

RECEIVED  
OCT 28 2015  
AMENDED  
ADAIR COUNTY

### CONSOLIDATED TAX BILLING AND COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October, 2015, by and between the Village of Gibbs, Missouri, a Village, as such is defined in the laws and regulations of the State of Missouri, and hereinafter Village, and SONJA HARDEN duly elected County Collector of Adair County, Missouri, and hereinafter COLLECTOR, and the Adair County Commission of Adair County, Missouri, hereinafter COUNTY COMMISSION of the following terms and conditions.

WHEREAS, it is desired and intended by this Cooperative Agreement that the parties set forth hereinafter shall enter an agreement as permitted by the Missouri Revised Statutes 50.332, 70.220 et seq., and 140.670, for the cooperative efforts to collect the taxes of the Village of Gibbs, Missouri, on property (personal and real) located within the boundaries of said Village which is located in Adair County, Missouri. The first tax year covered by this Agreement shall be the tax year beginning January 01, 2015.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The COUNTY COMMISSION covenants and agrees:

(a) That it will maintain and permit the use of its computer terminal facilities and its office and staff facilities in the development, mailing, and collection of Village tax assessments and notice to all applicable residents of the Village of Gibbs, Missouri.

(b) That it will collect and forward to the Village, on a monthly accounting basis, all taxes collected by the COLLECTOR on behalf of the Village, together with the appropriate bookkeeping information and data which is reasonable and required by law, by the Village for its tax records.

(c) That it will cooperate with the COLLECTOR and with the officials of the Village of Gibbs to act toward the effectuation and execution of this Agreement.

(d) To be responsible for the computer programming, the assessment input into the computer, the tax billing printing, the mailing of tax bills, the collection of all assessed Village taxes and as well as the sale of delinquent real property as set forth in Missouri Statutes.

2. The Village covenants and agrees:

(a) To compensate the Adair County Collector for the services provided by her at the rate of one and one half percent (1.5%) of the total amount of taxes collected by the COLLECTOR for the Village, together with the penalty charge of seven percent (7%), that being the same amount as charged delinquent county tax payers.

(b) In addition to sub-paragraph (a) above, to compensate Adair County, Missouri, by a further payment of one percent (1%) of all Village taxes collected by the COLLECTOR, in consideration of Village's use of County employees and equipment in collection of said Village's taxes.

Page 2 of 3

(c) The parties further agree that the County shall be entitled to one percent (1%) plus an additional one half of one percent (0.5%) of all Village taxes collected by the COLLECTOR as consideration for the county reassessment fund. To provide for payment of that amount, the COLLECTOR shall deduct 1.5% of each distribution of tax monies made to the Village. The additional one half of one percent (0.5%) assessment fund shall not exceed \$75,000 in any year, any excess shall be refunded.

3. The COLLECTOR covenants and agrees:

(a) To use her best professional efforts to effectuate the collection of the Village taxes, as set forth herein, by all lawful and proper means.

(b) To maintain reasonable and appropriate accounting and depository records and to pay the taxes collected by her in accordance with this agreement to the Village of Gibbs.

4. It is contemplated by this agreement and understood by the parties that the Village tax statements shall be included in the same mailing with the County tax statements and shall not require additional envelopes, postage and related supplies.

5. That the original term of this agreement shall begin on MARCH 02, 2015 and continue until including the last day of February, 2016, unless sooner changed by operation of law.

6. Following the initial agreement period, this agreement shall continue in force from year to year unless either party gives the other party written notice to terminate, by certified mail, not later than March 1st yearly. Any requests for amendments to or modification of this contract by either party shall be submitted in the manner and by the date specified for termination notices.

7. All accounting and reconciliations will be made as of the date of termination. Any change in laws and regulations which substantially changes or effects the responsibilities or performance of the parties hereto shall make this agreement voidable, at the option of the party or parties so affected.

8. Upon the termination of this agreement without further renewal, the COLLECTOR shall make available to the Village any such existing records under her control as may be necessary to enable the Village to undertake the collection of taxes assessed on Village property in the Village of Gibbs, Missouri, in the year after termination.

Continued on page 170

ATTEST: [Signature] [Signature]  
County Clerk Presiding Commissioner