

ADAIR COUNTY COMMISSION MINUTES WEDNESDAY, OCTOBER 28, 2015

Continued from page 169


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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 P. Rubin
Stanley P. Rubin
Presiding Commissioner, Adair County Missouri

By Sonja Harden
Sonja Harden, Collector of Revenue
Adair County Missouri



By Sandy Collop
Sandy Collop, County Clerk
Adair County Missouri

VILLAGE OF GIBBS, MISSOURI

By Bobbi Meyer

ATTEST: Jamie Keller
Jillage Clerk

RECEIVED
OCT 28 2015

AMENDED
CONSOLIDATED TAX BILLING AND COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of August, 2015, by and between the City of Brashear, Missouri, a City, as such is defined in the laws and regulations of the State of Missouri, and hereinafter CITY, 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 City of Brashear, Missouri, on property (personal and real) located within the boundaries of said CITY 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 city tax assessments and notice to all applicable residents of the City of Brashear, Missouri.
 - (b) That it will collect and forward to the CITY, on a monthly accounting basis, all taxes collected by the COLLECTOR on behalf of the CITY, together with the appropriate bookkeeping information and data which is reasonable and required by law, by the CITY for its tax records.
 - (c) That it will cooperate with the COLLECTOR and with the officials of the CITY to set 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 CITY taxes and as well as the sale of delinquent real property as set forth in Missouri Statutes.
2. The CITY 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 CITY, together with a 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 CITY taxes collected by the COLLECTOR, in consideration of CITY use of County employees and equipment in collection of said CITY taxes.

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(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 and 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.

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By Sonja Harden
Sonja Harden, Collector of Revenue
Adair County Missouri

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

CITY OF BRASHEAR, MISSOURI

By _____
Mayor

ATTEST: _____
City Clerk

ATTEST: Sandra Collop
County Clerk

Stanley P. Rubin
Presiding Commissioner