

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

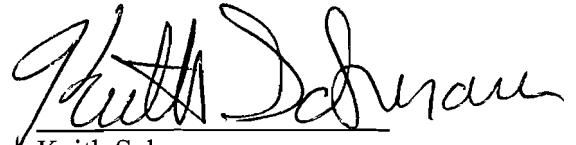
In the County Commission of said county, on the

7th day of July 20 05

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

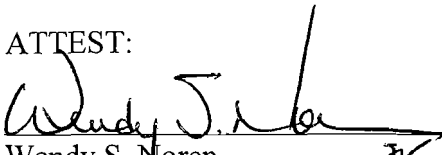
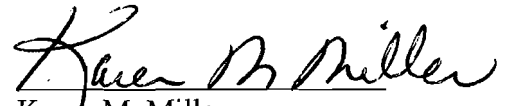
Now on this day the County Commission of the County of Boone does hereby approve the Tax Collection Agreement with the City of Ashland. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 7th day of July, 2005.

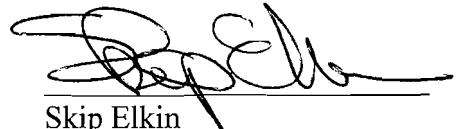


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

TAX COLLECTION AGREEMENT

This agreement, made and entered into this 7th day of July, 2005, by and between the City of Ashland, 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", 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 City 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 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:

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 City boundaries.

II

The County by and through the County Clerk and the Information Services Department 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 Ashland, Missouri.

III

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.

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 County 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 Report.

VI

The City 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 City 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 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).

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 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 City 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 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 Section 137.720.2 , RSMo. shall exceed one hundred thousand dollars (\$100,000.00), 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 one hundred thousand dollars (\$100,000.00). 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 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.

IX

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2006, 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, 2006, 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.

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 ASHLAND, MISSOURI

By Alan C Bauer
Alan Bauer, Mayor

APPROVED AS TO FORM:

ATTEST:

[Signature]
City Attorney

Darla Sapp
Darla Sapp, City Clerk

COUNTY OF BOONE

Tom Schauwecker
Tom Schauwecker
County Assessor

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Wendy S. Noren
Wendy S. Noren
County Clerk

Patricia S. Lensmeyer
Patricia S. Lensmeyer
Collector of Revenue

ATTEST:
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

APPROVED AS TO FORM:

John Patton
John Patton, County Counselor