

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 24th day of April 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 disposition of surplus, per attached summary order description, to Paul and Catherine Shayatovich in the amount of \$6,661.81.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said summary order.

Done this 24th day of April, 2018

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Fred J. Parry
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

Commission Order:

Now on this day the Boone County Commission takes up the disposition of the **2016** tax sale surplus relating to **Parcel 12-703-00-03-258.00**

Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have three (3) years to make a claim for that surplus. In this instance, the owner of record at the time the subject property went to tax sale were **Paul and Catherine Shayatovich, husband and wife. Paul and Catherine Shayatovich** have filed the attached surplus claim with the Boone County Treasurer claiming the tax surplus proceeds and confirming their status as owners of the property at the time of the tax sale. The warranty deed by which they took ownership of the property is also attached to be part of this record. The application to the County Treasurer for the surplus funds is timely.

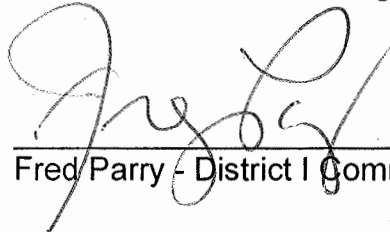
The County Treasurer, based upon the documents presented to his office and made a part of this record, is satisfied that **Paul and Catherine Shayatovich, husband and wife** were the record owners of the subject property at the time of the delinquent land tax auction and as such are entitled to the total surplus of **\$6661.81**, and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Paul and Catherine Shayatovich** in the amount of **\$6661.81** via check payable to **Paul Shayatovich and Catherine Shayatovich** in that amount.

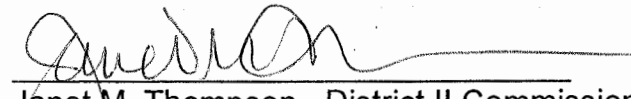
Done this 24th day of April, 2018.



Daniel K. Atwill - Presiding Commissioner

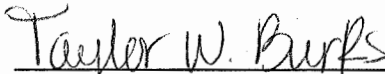


Fred Parry - District I Commissioner



Janet M. Thompson - District II Commissioner

ATTEST:


Taylor W. Burks mt
Boone County Clerk



COPY

Tom Darrough
BOONE COUNTY TREASURER

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Paul & Catherine Shayatovich, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$6,661.81 resulting from the tax certificate sale conducted by the Boone County Collector on 08/23/16. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Property: 1306 War Admiral Dr.

Current mailing address:

3107 JENNE HILL DR.
 Street
COLUMBIA MO 65202
 City State Zip

Social Security Number: _____
 Driver's License/State ID Number: L157345001 L157345002
 Daytime Telephone Number(s): 573-607-0070 573-355-7179

Paul & Catherine MSA 3/28/18
 Signature Date

State of MO
 County of Boone

On this 28th day of March in the year 2018, before me, the undersigned notary public, personally appeared Paul & Catherine Shayatovich, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Rebekah Jean Kirkpatrick
 Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).

Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER
 801 EAST WALNUT STREET, ROOM 205
 COLUMBIA, MISSOURI 65201
 (573) 886-4365
 FAX (573) 886-4369
 TREASURER@BOONECOUNTYMO.ORG
 WWW.SHOWMEBOONE.COM/TREASURER



REBEKAH JEAN KIRKPATRICK
 My Commission Expires
 December 13, 2021
 Boone County
 Commission #17505121



Recorded In Boone County, Missouri

Date and Time 03/29/2006 at 01:39:02 PM

Unofficial Document Instrument # 2006007595 Book 2914 Page 104

Grantor BARTA, MERRILEE N
Grantee SHAYATOVICH, PAUL

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



-----[Space Above This Line For and Recording Data]-----

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 28 of March, 2006, by and between:

MERRILEE N. BARTA and JOSEPH J. BARTA, WIFE AND HUSBAND, parties of the first part, of Boone County, State of Missouri, grantor(s), and **PAUL SHAYATOVICH and CATHERINE SHAYATOVICH, HUSBAND AND WIFE**, parties of the second part, of BOONE County, State of Missouri, grantee(s).

Grantee's mailing address is: 1306 War Admiral, Columbia, MO 65202

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, and State of Missouri, to wit:

Lot Two Hundred Fifty-Eight (258) OF BELMONT VILLAGE Plat Number Nine (9), A Subdivision located in the City of Columbia, Missouri, as shown and described by the Plat thereof recorded in Plat Book 30, Page 69, Records of Boone County, Missouri.

Subject to Easements and Restrictions of record.

Property Address (if known): 1306 WAR ADMIRAL, COLUMBIA, MO 65202
Tax ID # (if known):
File No. FT603010

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part

Warranty Deed / BARTA to SHAYATOVICH

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 24th day of April 20 18

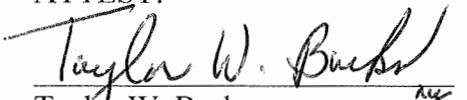
the following, among other proceedings, were had, viz:

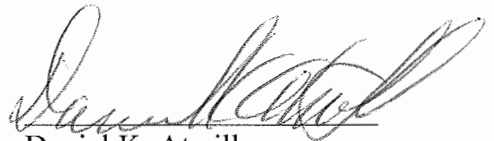

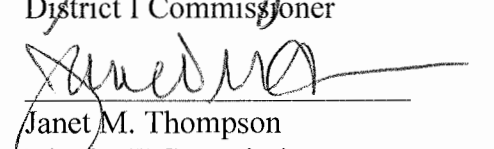
Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Sheila Griffin in the amount of \$2,651.51.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said summary order.

Done this 24th day of April, 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

Commission Order:

Now on this day the Boone County Commission takes up the disposition of the **2017** tax sale surplus relating to **Parcel 17-207-00-01-024.00**

Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have three (3) years to make a claim for that surplus. In this instance, the owner of record at the time the subject property went to tax sale was **Sheila Griffin**. **Sheila Griffin** has filed the attached surplus claim with the Boone County Treasurer claiming the tax surplus proceeds confirming her status as owner of the property at the time of the tax sale. The warranty deed by which she took ownership of the property is also attached to be part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to his office and made a part of this record, is satisfied that **Sheila Griffin** was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of **\$2651.51**, and recommends the Commission approve the same.

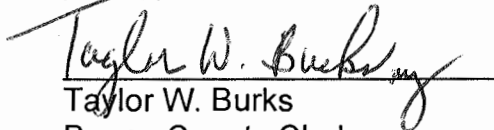
NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Sheila Griffin** in the amount of **\$2651.51** via check payable to **Sheila Griffin** in that amount.

Done this 24th day of April, 2018.

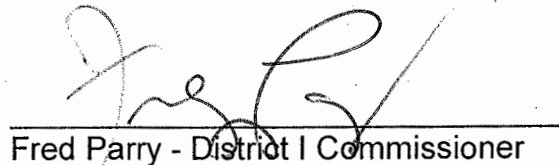


Daniel K. Atwill - Presiding Commissioner

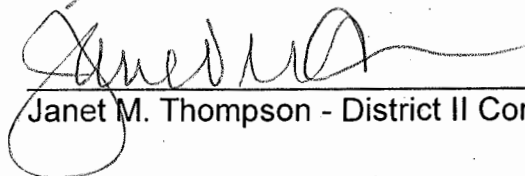
ATTEST:



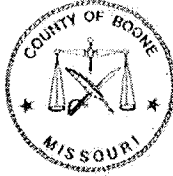
Taylor W. Burks
Boone County Clerk



Fred Parry - District I Commissioner



Janet M. Thompson - District II Commissioner



COPY

Tom Darrough
BOONE COUNTY TREASURER

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Shelia Griffin, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$2651.51 resulting from the tax certificate sale conducted by the Boone County Collector on 08/28/17. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
The Boone County Treasurer processes surplus claims without charge
Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
The claim may not be approved as submitted, and additional information might be requested

Parcel: 17-207-00-01-024.00
113 Mohawk Ave

Current mailing address:

113 Mohawk Ave
Street

Columbia
City

MO
State

65202
Zip

Social Security Number:

Driver's License/State ID Number: B211253039

Daytime Telephone Number(s): 573.881.0403

3-22-18

Shelia Griffin Shelia Griffin 3-13-18
Signature Date

State of MISSOURI
County of BOONE

On this 22nd day of MARCH in the year 2018, before me, the undersigned notary public, personally appeared SHEILA GRIFFIN, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Amanda Burke
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).

Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

AMANDA BURKE
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: July 27, 2018
Commission #14999285

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 24th day of April 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 Ashland.

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.

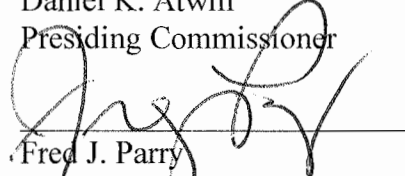
Done this 24th day of April, 2018.

ATTEST:

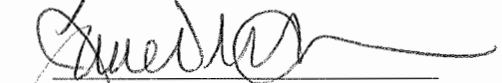
Taylor W Burks
Taylor W. Burks *mt*
Clerk of the County Commission



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 24th day of April, 2018, 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”, 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:

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 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 *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.

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

X

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.

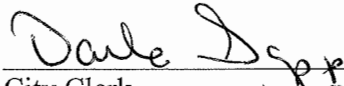
Pursuant to the provisions of RSMo Section 137.073.7, no tax rate shall be extended on the tax rolls unless the City has complied with the tax rate certification process through the State Auditor's office.

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 ASHLAND


By: 
Mayor Gene Rhorer


ATTEST:


City Clerk Darla Sopp

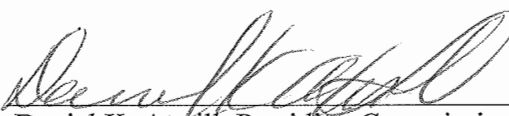
COUNTY OF BOONE


Brian C. McCollum, Collector of Revenue

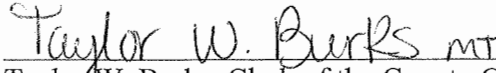

Tom Schauwecker, Assessor


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.

April Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 24th day of April 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 Business Loop Community Improvement District (CID).

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 24th day of April, 2018.

ATTEST:

Taylor W. Burks mT
Taylor W. Burks
Clerk of the County Commission

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

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of April, 2018 by and between the Business Loop Community Improvement District, a Missouri political subdivision, hereinafter called the "CID" 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 C. McCollum, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the CID and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and RSMo Sections 50.332, 67.1521, and 70.220, to enter into certain cooperative agreements for collection of property taxes and CID Special Assessments; and

WHEREAS, pursuant to RSMo Section 67.1521, the CID's Special Assessments may be collected by the County Collector in the same manner as real estate taxes are collected, and delinquent Special Assessments are governed by the laws concerning delinquent and back taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect CID Special Assessments for the CID 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 property located within the CID boundaries, it being understood that the CID Special Assessment is based upon an ad valorem calculation.

II

The County, on behalf of the CID, shall create tax billing amounts relating to all real property located within the CID boundaries. Such billing amounts are to be identified on separate Special Assessment billings generated on taxable property within the boundaries of the CID.

III

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

IV

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

V

The Collector agrees to remit to the CID, the receipts due the CID at the same time the Collector remits other receipts similarly collected on behalf of other political subdivisions within the County; provided, however, that there shall be a remittance to the CID at least once per month at which time the Collector shall provide a Monthly Statement of Collections and Distributions report.

VI

The CID shall fix its ad valorem Special Assessment rates and communicate that in writing to County not later than September first of each year. If the CID should fail to communicate its Special Assessment rate as called for in this paragraph, then no Special Assessment rate shall be certified for that year and the Collector will neither bill nor collect CID Special Assessments for that year, either current or delinquent. However, the Collector will continue to collect and disburse prior year Special Assessments under this agreement. A new agreement will have to be entered into by all parties to resume collecting current Special Assessments.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent Special Assessments, including penalties, interest, and fees. Such collection of taxes, penalties, interest, and fees shall be conducted in accordance with applicable law(s). The CID shall provide to the County Collector all CID Resolutions relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Collector

with any changes to such CID Resolutions or any new CID Resolutions 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 Special Assessments, penalties, and fees collected by the Collector on behalf of the CID as compensation for the bill creation and collection services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As contemplated 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 Special Assessments collected by the Collector on behalf of the CID to fund the costs and expenses incurred in assessing real property. As further contemplated by RSMo Sections 137.720.3 and Section 137.750, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem Special Assessments collected by the Collector on behalf of the CID, provided that for each calendar year, if the total amount of ad valorem property taxes and Special Assessments based upon an ad valorem calculation, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.3 RSMo shall exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00), the Collector shall pay to the CID 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 CID 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 Special Assessment based upon an ad valorem calculation. The Collector shall then remit to the CID the balance collected after the applicable amounts have been withheld from each separate Special Assessment; and, the Collector shall provide a Monthly Statement of Collections and Distributions report. If the General Assembly changes the percentages or caps set out in the statutes referenced in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify CID of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The CID further agrees that the penalty authorized by RSMo Section 52.290, as amended, for delinquent taxes shall apply to delinquent Special Assessments issued pursuant to RSMo Sec. 67.1521, and shall be retained by the County and distributed as provided in Section RSMo Sec. 52.290.

X

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

XII

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

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2019. 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 Special Assessments for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent Special Assessments from all years covered by this Agreement.


XIV

The CID agrees to set its Special Assessment and communicate the same in writing to County no later than September first of each year, and the failure of the CID to set its Special Assessment in accordance with applicable laws and communicate the same in writing to County no later than

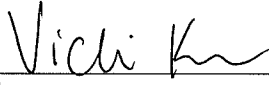
September first of each year shall relieve the County and all County officials of responsibilities under this Agreement as to that year's Special Assessment.

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.

BUSINESS LOOP COMMUNITY IMPROVEMENT DISTRICT

By: 

Chair, Board of Directors

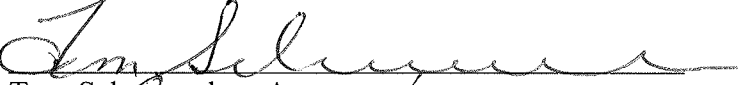
ATTEST:


Secretary

COUNTY OF BOONE



Brian C. McCollum, Collector of Revenue




Tom Schauwecker, Assessor

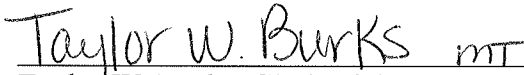


Taylor W. Burks, Clerk

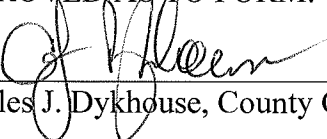
Boone County Commission

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

April Session of the April Adjourned

Term. 20 18

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 24th day of April 20 18

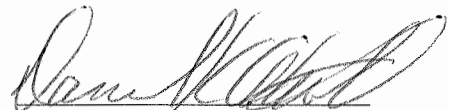
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached City of Columbia Joint Communications Invoice for the period of January 2018 in the amount of \$8,429.50.

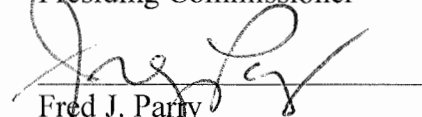
Done this 24th day of April, 2018

ATTEST:

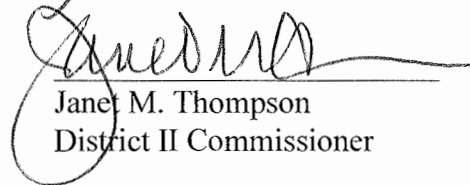
Taylor W. Burks mt
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



2145 E County Dr
Columbia, MO 65202

Phone (573) 554-1000
Fax (573) 442-1497

MEMORANDUM

TO: Boone County Commission

FROM: Chad Martin, Director

DATE: April 16, 2081

RE: City of Columbia Joint Communications Invoice, January 2018

Attached is the invoice from the City of Columbia pertaining to operating costs of the Joint Communications Center (911 call/dispatch center) for January 2018, in the amount of \$8,429.50

The County's FY 2018 budget includes an appropriation to reimburse the City of Columbia for operating costs of the 911 call center with such reimbursement to be made from the proceeds of the 3/8-cent sales tax dedicated to 911 and emergency management purposes.

The Boone County Auditor's Office and the Finance Department/Account Division of the City have agreed that the City will invoice the County on a quarterly basis for actual expenses incurred for the operation of the 911 call/dispatch center until such time that all operations, and associated costs, are transferred to the County. Documentation supporting the amounts invoiced has been provided by the City which have been reviewed. The documentation supports the invoiced amount and the invoiced expenses appear to be reasonable and directly related to the operations of the 911 Joint Communications call center.



CITY OF COLUMBIA
 FINANCE DEPARTMENT / CASHIERS
 PO BOX 6912
 COLUMBIA, MO 65205
 FOR QUESTIONS CALL: 573-874-7626

RECEIVED APR 12 2018

INVOICE

Page 1 of 1

Invoice Date	Invoice No.
04/11/2018	19780
Customer Number	
1608	
Invoice Total Due	
\$8,429.50	
Due Date	
04/25/2018	

BOONE COUNTY-GOVERNMENT
 801 E WALNUT ST
 COLUMBIA, MO 65201

City of Columbia

Description	Quantity	Price	Original Bill	Adjustment	Paid	Amount Due
JOINT COMMUNICATIONS BOONE COUNTY EXPENDITURES FOR JANUARY 2018.	1.00	\$8,429.50	\$8,429.50	\$0.00	\$0.00	\$8,429.50
This account is due and payable to: City of Columbia. <i>Any remaining unpaid balance will be turned over to collections after 90 days.</i>					Invoice Total:	\$8,429.50

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

Date: 04/11/2018
 Customer No: 1608

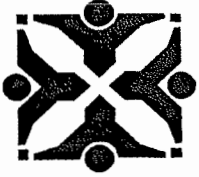
Name: BOONE COUNTY-GOVERNMENT
 Type: JOINT COMMUNICATIONS
 Invoice Total: \$8,429.50
 Amount Paid:

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF COLUMBIA
FINANCE DEPARTMENT / CASHIERS
PO BOX 6912
COLUMBIA, MO 65205
FOR QUESTIONS CALL: 573-874-7626

Invoice No: 19780
 Due Date: 04/25/2018

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. For inquiries, please call customer service at 874-7373.





TO: Chad Martin, Director Boone County Joint Communications
FROM: Michele Nix, Finance Director *MN*
DATE: April 10, 2018
SUBJECT: BCJC 4th Quarter Billing 2017

Attached are the expenditures for Boone County Joint Communications for the period January 2018. Please invoice as indicated for \$8,429.50.

If questions arise, feel free to contact Laura Peveler at 874-7541.

Thank you.

Actual Expenses for BCJC
January 2018
As of 04/10/2018

Account Number	Account Name	Category	Accounting Period	Transaction Date	Transaction Description	Direct	Total Expenses
11003510 - 503050	FIBER OPTICS	Intragovernmental Charges	1	01/01/2018	FIBER OPTI		\$96.17
Total Intragovernmental Charges							\$8,429.50
Total 1st quarter							\$8,429.50

226-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 24th day of April 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 BCB Site Radio Tower Construction Consulting Services with the following David O. Dunford to provide consulting services and construction administration services for the construction of a 180' communications tower.

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

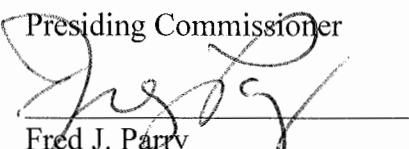
Done this 24th day of April, 2018.

ATTEST:

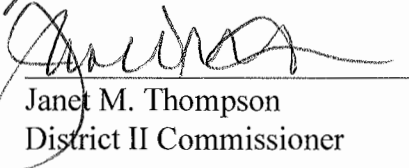
Taylor W. Burks mt
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



**Boone County – Agreement for
BCB Site Radio Tower Construction
Consulting Services**

THIS AGREEMENT dated the 24th day of April 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein “County” and **David O. Dunford**, herein “Consultant.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. **Project Description.** Consultant will provide all necessary consulting services and construction administration services for the construction of a 180’ communications tower at the Boone County Public Works facility at 124 Highway and US 63 (BCB site).

2. **Contract Documents.** The agreement between the parties shall consist of this Consulting Services Agreement, the Tower Site Development Sequence dated 2-19-18, the Estimated Project Costs dated 2-19-18, and the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014, as amended in Commission Order 560-2017. In the event of conflict between any of the foregoing documents, this Consulting Services Agreement shall prevail and control over the other incorporated documents.

3. **Radio Consultant Basic Services.** In order to facilitate the construction of the 180’ tower at the BCB site, Consultant agrees to provide the following services as basic services under this Agreement:

- a. Coordinate with planning authorities and file owner site applications;

- b. Coordinate with the County's Purchasing Department;
- c. Assist in the preparation of bid specifications for all items that are to be bid, with the County's Purchasing Department to determine the appropriate procurement process for each item purchased (RFB, RFP, etc.);
- d. Participate in all pre-bid conferences;
- e. Participate and provide written recommendations as part of the evaluation of all bid responses;
- f. Coordinate with regulatory agencies, prepare and file any necessary paperwork;
- g. Coordinate and provide construction administration services with any contractors, to include but not be limited to, the following: reviewing and approving invoices submittals for compliance with contractual terms, performance requirements, and allowable amounts as part of a recommendation for payment.
- h. Coordinate with Boone County Joint Communications Budget Administrator for budget tracking, financial projections, contractor work schedules and compliance, and project status.
- i. Provide technical support for the project and related disciplines;
- j. Attend project meetings as needed; and
- k. Coordinate with the County Auditor's office for budget tracking for the project.

4. **Compensation.** County will pay Consultant at a documented, hourly rate of Sixty Dollars (\$60.00) per hour with a total contract not-to-exceed amount of Six Thousand Dollars (\$6,000.00) for the basic services outlined in this Agreement. All services rendered in connection with this tower construction project shall be considered basic services unless the parties mutually agree otherwise in writing. Reimbursable expenses shall be handled as per the

incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014, and shall not exceed Twenty-Two Thousand Dollars (\$22,000.00) such amount specifically for documented payments for NHPA compliance review for work under this Agreement unless otherwise agreed to by the parties in writing.

5. **Insurance.** Consultant will carry insurance coverage as provided for in the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014 at all times services are being rendered under this Consulting Services Agreement.

6. **Termination.** Termination of this Agreement will be handled as per the provision of the incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014.

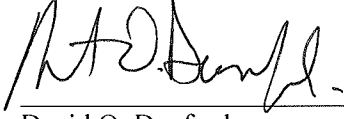
7. **Governing Law / Venue / Dispute Resolution.** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Associate Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri School of Law Center for Dispute Resolution.

8. **Complete Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

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

DAVID O. DUNFORD



David O. Dunford

BOONE COUNTY, MISSOURI

by: Boone County Commission



Daniel K. Atwill, Presiding Commissioner

ATTEST:



Taylor W. Burks, County Clerk

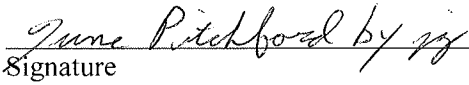
APPROVED AS TO LEGAL FORM:



CJ Dykhouse, County Counselor

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 the contract do not create a measurable county obligation at this time.)

	<u>04/18/2018</u>	2706-71101-\$6,000.00
Signature	Date	2706-91300-\$22,000.00
		Appropriation Account