

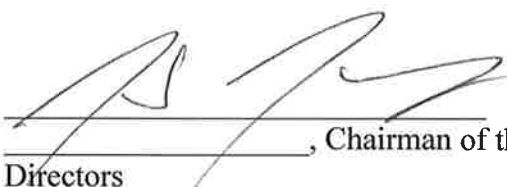
**RESOLUTION NO. 2018-20**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING AN  
AGREEMENT WITH BOONE COUNTY FOR THE  
COLLECTION OF PROPERTY ASSESSMENT FOR THE  
DOWNTOWN CID**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approved entering into an agreement with Boone County for the collection of property assessment within the Downtown CID as executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 9th day of January, 2018.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2018-20**

**Agreement**

## **TAX COLLECTION AGREEMENT**

THIS AGREEMENT, effective January 1, 2018, by and between the Downtown 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 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.

**DOWNTOWN 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