AN ORDINANCE OF THE CITY OF NEW FRANKLIN, MISSOURI, AUTHORIZING AGREEMENT WITH THE HOWARD COUNTY COLLECTOR TO COLLECT AD-VALOREM TAXES FOR THE CITY OF NEW FRANKLIN, MO, AND PROVIDING FOR AN EFFICTIVE DATE.

BE IT ORDAINED, by the board of alderman of the City of New Franklin, Missouri, as follows:

<u>SECTION</u> 1: That the board approves and authorizes the Mayor and City Clerk to sign in behalf of the City of New Franklin and Agreement With The Howard County Collector To Collect Ad-Valorem Taxes For The City of New Franklin, MO a copy of which is marked "Exhibit A" attached hereto and incorporated by reference herein.

SECTION 2: That the Ordinance shall be in full force and effect from and after its passage and approval.

First Reading

Read for the second time and passed the 13 day of Local 2015, and if read by title only, a copy of this Ordinance has been made available for public inspection prior to its first reading.

Presiding Office

Approved this 13th day of April, 2015

/Mayor/

otherine M. Lammers

City Clerk

AGREEMENT WITH THE HOWARD COUNTY COLLECTOR

TO COLLECT AD-VALOREM TAXES FOR THE

CITY OF NEW FRANKLIN, MO

THIS AGREEMENT entered into this L3 day of 2015 by and between the CITY OF NEW FRANKLIN, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "CITY", and the COUNTY COLLECTOR OF HOWARD COUNTY, of the state of Missouri, hereinafter referred to as "COUNTY".

WITNESSETH:

That the COUNTY hereby agrees to maintain on its data system and to collect for the CITY advalorem taxes, including current real estate property, personal property taxes, and delinquent taxes beginning with the 2015 collection year per beginning with the term of the 2015 City Agreement, for a term commencing on the date hereof and terminating on the 1st day of March 2019, unless renewed as provided herein, upon the terms and conditions, which the respective parties covenant and agree to keep and perform.

THE COUNTY covenants and agrees:

- A. That it will develop and mail tax statements and notices to all applicable residents of the CITY, and provide a current tax roll by November 30th of each year,
- B. That it will provide to the CITY a delinquent tax list by April 30th of each year,
- C. That it will provide to the CITY a list on any abatements or additions to the tax rolls on a yearly basis by April 30th,
- D. That it will collect and forward to the CITY, on a monthly basis, taxes collected by the COUNTY and owed to the CITY;
- E. That it will collect, identify, and forward to the City, on a monthly basis, the amount of interest collected during the preceding period from delinquent taxpayers,
- F. That the CITY will receive annually its prorated share of the interest income earned on the bank accounts holding tax deposits;
- G. That the COUNTY will conduct the annual delinquent tax sale and include therein any delinquent CITY real estate taxes,
- H. That it will meet with a representative of the CITY by the 1st day of March of each term to determine provisions for renewal of said Agreement. Unless either party desires to terminate the Agreement, the Agreement will automatically renew for an additional four (4) Year term on the sale terms as set forth herein.

The CITY covenants and agrees;