

TAX COLLECTION AGREEMENT

The parties to this Tax Collection Agreement are the City of Lee's Summit, Missouri ("City"); and Cass County, Missouri, through the Cass County Commission ("Commission") and Chris Molendorp, Cass County Collector ("Collector").

WHEREAS, the City and County are authorized under Article VI, Section of the Missouri Constitution and Sections 50.332 and 70.220, RSMo, to enter into certain cooperative agreement for collection of taxes;

WHEREAS, the parties believe it to be mutually advantageous for the County to collection taxes for the City for an agreed compensation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by the parties as follows:

1. 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. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City.
2. The County, through the Collector, hereby agrees to bill and collect, on behalf of the City, all taxes due and owing the City for taxable property within the boundaries of the City.
3. The County agrees that the City shall have access during reasonable times, and under the supervision of the Collector, to records relating to the City taxes accumulated under the tax collection system.
4. 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 with 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 Distribution Report.
5. The City shall fix its ad valorem property tax rates in accordance with the timeframe established by Section 67.110, RSMo.
6. 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 shall be conducted in accordance with applicable law.
7. Sections 67.398 and 71.285, RSMo authorize a city to recover nuisance abatement costs by certifying them for addition to the annual real estate tax bill. The City agrees that if it intends to request that certain nuisance abatement costs be added to an annual real estate tax bill, it shall submit to the Collector no later than September 1st a Nuisance Abatement Cost Certification in a form provided by the Collector.

8. The Collector shall withhold a sum equal to 3.5% of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the services herein provided and such sum shall be deposited in the Cass County general revenue fund.
9. The penalty authorized by Section 52.290, RSMo for delinquent taxes shall be retained by the County and distributed as provided therein.
10. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof.
11. Any party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.
12. The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.

In WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last signed by the parties.

[Remainder of page intentionally left blank]

Cass County, Missouri:

Bob Huston
Presiding Commissioner
Date: _____

ATTEST:

Jeff Fletcher
County Clerk

Cass County Collector:

Chris Molendorp
Date: _____

City of _____, Missouri:

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

City Clerk