

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

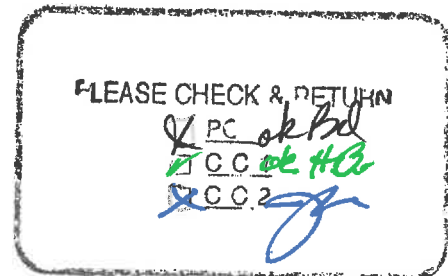
Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
Commission Briefing Minutes

Tuesday, September 10, 2019
08:45 AM
Historic Courthouse
Room 212
940 N Boonville



Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Mailyn Jeffries, Amanda Corcoran, Jeff Scott, Mike Cagle, Jeff Bassham, Cindy Stein, Major Royce Denny, Leah Betts and Lacie Griffin.

Informational Items

Budget: Budget Officer Jeff Scott informed Commission the Budget office is currently working on the 2020 Budget. Budget is also working on projections. Deputy Budget Officer Mike Cagle is working on a Moody's presentation for the Commission.

Human Resources: Director Mailyn Jeffries provided an update on workers compensation. Since July 1st there have been 21 cases, 10 of these cases did not need treatment. 1 case is considered a catastrophic claim. Missouri Employers Mutual has offered an interactive safety tour for Highway Staff, Jail Staff and Sheriff Staff.

Chris Coulter Updated Commission that the Annual Report Proof has been returned.

Items for Consideration and Action by the Commission

(EX1) Erroneous Assessment Correction, Collector's Office: Lacie Griffin with the Collectors office presented a request for an erroneous assessment correction. Commissioner John Russell moved to table the erroneous assessment correction between Restoration Church of Springfield and King-Air LLC. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

(EX2) Refund Request, Collector's Office: Collector Leah Betts presented the Commission with a refund request. Commissioner John Russell moved to approve the refund request to Douglas and Deania Thomas. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

(EX4) Intergovernmental Cooperative Agreement, Highway Dept. Commissioner Harold Bengsch moved to approve the Intergovernmental Cooperative Agreement with the City of Ashgrove. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

Other:

EX3 Collector Betts explained that the Commission should handle tax sale surplus. Betts provided the Senate Bill which outlined the changes in greater detail. Betts has offered to walk the Commissioners through the process until they have an understanding.

Auditor Cindy Stein highlighted her and Commissioner Dixon's trip to the Great Game of Business Conference in Dallas.

Major Royce Denney provided the Commission with a jail population update. 960 inmates with 210 out of County.

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
Commission Briefing Agenda

Tuesday, September 10, 2019
08:45 AM
Historic Courthouse
Room 212
940 N Boonville

Informational Items

Budget
Human Resources
Chris Coulter
Donna Barton

Items for Consideration and Action by the Commission

Refund Request, Collector's Office

Erroneous Assessment Correction, Collector's Office

Intergovernmental Cooperative Agreement, Highway Dept.

Other:



Collector of Revenue Leah Betts

940 N Boonville Ave Rm 107
Springfield, MO 65802
417-868-4036 ☎ | 417-868-4854
www.countycollector.com
lgriffin@greencountymo.gov

7/30/2019

Restoration Church of Springfield
910 W Battlefield St
Springfield, MO 65807-4130

Our records indicate that you either purchased or sold a portion of the property identified as Tax ID number(s): 88-18-02-402-038

In order to split the future 2019 tax bill State Statute 139.080 requires you as the purchaser or seller to fill out the enclosed "Request for Split" form complete with contact information. **If this form is not returned to our office by December 31, 2019 we will be unable to split the tax bill.**

If you do return the split form we estimate that the future tax bill will be split as follows:

Owner	New Tax ID number
Restoration Church of Springfield	88-18-02-402-067
King-Air LLC	88-18-02-402-068

Owner	Assessed Values			ESTIMATED Taxes
	Residential	Agriculture	Commercial	
Restoration Church of Springfield	0.00	0.00	277,760.00	\$ 18,547.42
King-Air LLC	0.00	0.00	162,270.00	\$ 10,835.58
Total	0.00	0.00	440,030.00	\$ 29,383.00

If you have questions concerning this split please contact our office at the above number.

Please return the Split Request form in the envelope provided no later than December 31, 2019.

*The estimated Property Tax Amount is calculated using the 2018 tax rates. The estimated tax rate may be higher or lower than those that will actually be imposed for 2019.

Sincerely,

Lacie Griffin

"My desire is for your experience with this office to be surprisingly pleasant. We are honored to serve you."

-Leah Betts

186.66

67

155.46

47.9

68

265.08

235

185.46

(4)

402

113.98

371.85

137.5

73.39

73.39

78.40

(2)

10.17

PINEHURST

AVE.

118

110.08

195.2

65

(1)

85.18

36.3

24

103.31

12

(21)

402

(4)

38

342.11

344.14

PINEHURST AVE.

118

110.08

25.55

195.05

195.2

(1)

65

85.18

36.3

103.31

244.87

(2)

66

35

043521-18 03 Dec 2018 11:37:35 AM



Book: 2018
Page: 043521-18
2 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

lcunningham

GENERAL WARRANTY DEED

File #: 18-59042

THIS DEED made and entered into November 30, 2018 by and between **King-Air, L.L.C., a Missouri limited liability company**, Grantor, of the County of Greene, State of Missouri, and **Restoration Church of Springfield Missouri**, Grantee, of the County of Greene, State of Missouri, whose mailing address is:

910 W Battlefield Springfield MO 65807

For and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real Estate, situated in the County of Greene, State of Missouri, to wit:

TRACT I:

BEGINNING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT 4 OF PIERCE-LARIMORE SUBDIVISION, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE N81°22'30"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF BATTLEFIELD ROAD, A DISTANCE OF 186.66 FEET; THENCE S07°12'21"E PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF PINEHURST AVENUE, A DISTANCE OF 265.08 FEET; THENCE N81°22'30"E PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 185.46 FEET; THENCE S07°12'21"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 113.98 FEET TO AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE S81°14'34"W ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 371.78 FEET TO AN EXISTING IRON PIN AT THE SOUTH WEST CORNER OF SAID LOT 4; THENCE N07°15'39"W ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 379.91 FEET TO THE POINT OF BEGINNING. CONTAINING 2.11 ACRES (91,958 SQ. FT.) ALL IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

SUBJECT TO AN INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N07°12'21"W ALONG THE WEST RIGHT OF WAY LINE OF PINEHURST AVENUE, A DISTANCE OF 70.14 FEET, FOR A POINT OF BEGINNING; THENCE S62°58'50"W, A DISTANCE OF 26.38 FEET; THENCE S83°03'59"W, A DISTANCE OF 144.93 FEET; THENCE N07°11'58"W, A DISTANCE OF 47.89 FEET; THENCE N81°22'30"E, A DISTANCE OF 16.84 FEET; THENCE S07°11'58"E, A DISTANCE OF 20.39 FEET; THENCE N82°03'59"E, A DISTANCE OF 118.15 FEET; THENCE N57°55'15"E, A DISTANCE OF 38.31 FEET TO SAID WEST RIGHT OF WAY LINE OF PINEHURST AVENUE; THENCE S07°12'21"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 35.22 FEET TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRE (5,262 SQ. FT.), ALL IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

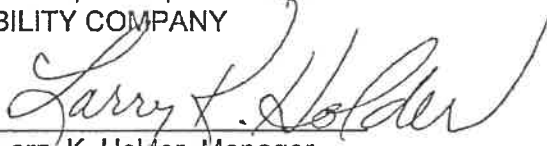
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set their hand(s) the day and year first above written.

KING-AIR, L.L.C., A MISSOURI LIMITED
LIABILITY COMPANY

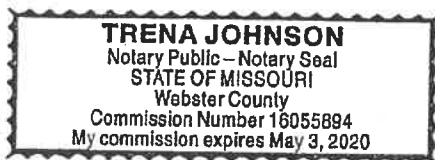
By

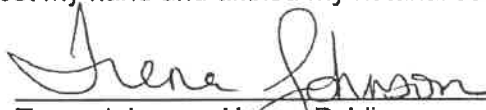

Larry K. Holder, Manager

State of Missouri)
) SS
County of Greene)

On November 30, 2018, before me personally appeared King-Air, L.L.C., a Missouri limited liability company, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.




Trena Johnson, Notary Public

My commission expires: 5/3/2020

State of Missouri

Limited Exemption from Missouri State Sales and Use Tax on Purchases and Sales (Religious)

Issued To:

MISSOURI ID: 14359511

RESTORATION CHURCH OF SPRINGFIELD,
MISSOURI
1724 W RIVERBLUFF LN
NIXA, MO 65714-8264

Effective Date: 07/11/2002

Your application for sales and use tax exempt status has been approved under Section 144.030.2(20), RSMo. This letter is issued as documentation of your organization's exempt status. Your organization must adhere to all requirements of your exempt status.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your organization are not subject to sales or use tax if conducted within your organization's exempt charitable, religious and educational functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your organization only if your organization issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.
- Sales by your organization are not subject to sales or use tax if conducted within your organization's exempt charitable, religious and educational functions and activities.
- Sales not directly related to your exempt function that are made only to raise funds for your organization are not exempt unless such sales are occasional or isolated.
- If your organization engages in a competitive commercial business that serves the general public, even if the profits are used for your exempt charitable, religious and educational functions, you must obtain a Missouri Retail Sales Tax License and collect and remit state and local sales taxes.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, contact the Taxation Division, Post Office Box 358, Jefferson City, MO 65105-0358, salestaxexemptions@dor.mo.gov, or call 573-751-2836.

Notice Number: 2002273863



Greene County Collector

Office of Collector of Revenue - Leah Betts

940 N Boonville, Springfield, MO 65802

417-868-4036 phone 417-868-4854 fax

Refund Request Form

Name: Douglas E & Deania R Thomas

Parcel: 88-07-26-300-006

Address: 7480 W Farm Road 84

City, State, Zip: Willard, MO 65781

Cell Phone: 417-844-9997

Work Phone:

Email: mallardduckdt@hotmail.com

Reason: An error was made in the Assessor's office back in 1997 resulting in overpayment of taxes. 50 ft of the above mentioned parcel was sold off and should have resulted in a split. The error has been brought to the attention of the Assessor's office and they have corrected the mistake for 2019 forward. The 2019 assessed value has been reduced by 5%

We are asking the commission to reduce the assessed value the same as 2019 for tax years 2014-2018. The new values would be as follows:

Tax Year	New Value	New Tax Amt	Refund
2014	\$13,230	\$747.65	\$39.56
2015	\$13,720	\$769.21	\$40.37
2016	\$13,720	\$775.06	\$40.67
2017	\$14,040	\$797.21	\$41.95
2018	\$14,040	\$803.59	\$42.35
Total			\$204.90


Taxpayer's Signature

8-23-19
Date

Return To: Collector of Revenue
940 N Boonville Ave
Springfield, MO 65802

GREENE COUNTY COMMISSION REFUND APPROVAL FORM

We, the Greene County Commission, have reviewed the necessary information on parcel 88-07-26-300-006 and agree there was a clerical error which affected the calculation of the taxes for tax years 2014-2018. The value of the property used to calculate taxes for 2014-2018 included a portion of property that did not belong to this parcel.

Therefore, we request that the Clerk adjust the following tax years to the following assessed values in order for the Collector's office to refund the taxpayer for the overpayment of taxes due to a clerical error.

Tax Year	Assessed Value
2014	\$13,230
2015	\$13,720
2016	\$13,720
2017	\$14,040
2018	\$14,040

Reference Missouri State Statute 52.240.

_____	Date: _____
_____	Date: _____
_____	Date: _____

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 28th day of February, 2000, by and between BOB BENTON AND JULIE BENTON, HUSBAND AND WIFE, AND DOUGLAS BENTON, A/K/A DOUG BENTON, AND CHERYL L. BENTON, HUSBAND AND WIFE, of the County of GREENE, State of Missouri, party or parties of the first part, and BRUCE R. HAVENS AND DONNA R. HAVENS, HUSBAND AND WIFE, of the County of GREENE, State of Missouri, party or parties of the second part,

Grantee's mailing address:  7472 W FARM ROAD 84
WILLARD, Missouri 65781

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 GREENE and State of Missouri, to wit:

SEE EXHIBIT A

GRANTORS FURTHER STATE AND AFFIRM THAT DOUGLAS BENTON AND DOUG BENTON ARE ONE AND THE SAME PERSON.



RECORDER OF DEEDS

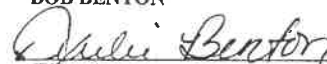
00 FEB 29 PM 3 52

STATE OF MISSOURI
COUNTY OF GREENE
RECORDER'S CERTIFICATION
BOOK 2730 PAGE 483

007510

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.
TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto, belonging, or in anywise appertaining, unto the said party of the second part, and unto their heirs and assigns forever, the said grantors hereby covenanting that are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title of the said premises unto the said party of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

 (SEAL)
BOB BENTON

 (SEAL)
JULIE BENTON

 (SEAL)
DOUGLAS BENTON

 (SEAL)
CHERYL L. BENTON

STATE OF MISSOURI,
COUNTY OF GREENE
before me personally appeared

)
) ss.
)

On this the 28TH day of FEBRUARY, A.D. 2000

BOB BENTON and JULIE BENTON, HUSBAND AND WIFE, and DOUGLAS BENTON,
A/K/A DOUG BENTON, and CHERYL L. BENTON, HUSBAND AND WIFE,
to me known to be the person(s) described in and who executed the foregoing instrument, and
acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my
office in SPRINGFIELD, MISSOURI, the day and year first above written.



My Commission expires: 12/27/02



Notary Public

2000430

EXHIBIT A

TRACT I:

THE WEST 248.75 FEET OF THE NORTH 408.75 FEET OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY-SIX (26), TOWNSHIP THIRTY (30), RANGE TWENTY-THREE (23), EXCEPT THE NORTH 208.75 FEET OF THE WEST 208.75 THEREOF, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROADS, AND FURTHER EXCEPTING THE FOLLOING DESCRIBED TRACT OF LAND:

A TRACT OF LAND IN THE SE ¼ OF THE SW ¼ OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID SE ¼ OF THE SW ¼; THENCE S01°54'47"E, 208.75 FEET ALONG THE WEST LINE OF SAID SE ¼ OF THE SW ¼ FOR THE POINT OF BEGINNING; THENCE N87°59'57"E, 197.97 FEET TO THE INTERSECTION WITH A NORTH-SOUTH FENCE; THENCE S01°29'18"E, 10.96 FEET ALONG SAID FENCE TO A FENCE CORNER; THENCE S87°46'41"W, 197.89 FEET ALONG A FENCE TO THE INTERSECTION WITH SAID WEST LINE OF THE SE ¼ OF THE SW ¼; THENCE N01°54'47"W, 11.72 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

TRACT II:

A TRACT OF LAND IN THE SE ¼ OF THE SW ¼ OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID SE ¼ OF THE SW ¼; THENCE N87°59'57"E, 199.52 FEET ALONG THE NORTH LINE OF SAID SE ¼ OF THE SW ¼ TO THE INTERSECTION OF THE EXTENSION OF THE NORTH-SOUTH FENCE FOR A POINT OF BEGINNING; THENCE S01°29'10"E, 208.76 FEET ALONG SAID FENCE EXTENSION AND FENCE; THENCE N87°59'57"E, 10.78 FEET; THENCE N01°54'47"W, 208.75 FEET TO THE INTERSECTION WITH SAID NORTH LINE OF THE SE ¼ OF THE SW ¼; THENCE S87°59'57"W, 9.23 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. ALL IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROADS.



Collector of Revenue

Leah Betts

940 N Boonville Ave Rm 107
Springfield, MO 65802
417-868-4036 417-868-4854
www.countycollector.com
lgriffin@greencountymo.gov

7/24/2019

Douglas E & Deania R Thomas
7480 W Farm Road 84
Willard, MO 65781-9348

Our records indicate that you either purchased or sold a portion of the property identified as Tax ID number(s): 88-07-26-300-006 &

In order to split the future 2019 tax bill State Statute 139.080 requires you as the purchaser or seller to fill out the enclosed "Request for Split" form complete with contact information. **If this form is not returned to our office by December 31, 2019 we will be unable to split the tax bill.**

If you do return the split form we estimate that the future tax bill will be split as follows:

Owner

Bruce R & Donna R Havens
Douglas E & Deania R Thomas

New Tax ID number

88-07-26-300-097
88-07-26-300-098

Owner	Assessed Values			ESTIMATED Taxes	
	Residential	Agriculture	Commercial		
Bruce R & Donna R Havens	890.00	0.00	0.00	\$	50.94
Douglas E & Deania R Thomas	15,660.00	0.00	0.00	\$	896.32
Total	16,550.00	0.00	0.00	\$	947.26

If you have questions concerning this split please contact our office at the above number.

Please return the Split Request form in the envelope provided no later than December 31, 2019.

*The estimated Property Tax Amount is calculated using the 2018 tax rates. The estimated tax rate may be higher or lower than those that will actually be imposed for 2019.

Sincerely,

Lacie Griffin

"My desire is for your experience with this office to be surprisingly pleasant. We are honored to serve you."

-Leah Betts

Request for Split Real Estate Tax Statement

7/24/2019

Douglas E & Deania R Thomas
7480 W Farm Road 84
Willard, MO 65781-9348

Property Location(s)

7480 W Farm Road 84

Dear Collector:

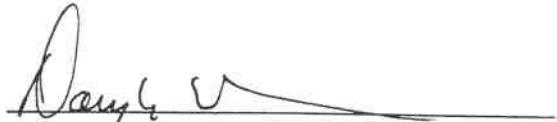
Please issue separate tax bills for original Tax ID number(s): **88-07-26-300-006**

I am either the purchaser / seller (circle one) of a portion of this property.

I understand that this request is for the sole purpose of fairly dividing the taxes among the various owners for the 2019 calendar year and does not reflect the future value of each new parcel.

8-23-19

Date


Signature

Important Contact Information:

(Please Print)

Your Name

Doug Thomas

Home Phone

Address

7480 West Farm Road 84

Cell Phone

417-844-9997

City, State, Zip

Willard Mo. 65781

Other Phone

Email Address

mailedcluckdt@hotmail.com

All owners of this property will be notified of the intention to split this bill per RSMo139.080 and will be given 20 days to protest this action from the date of this letter.

5
40

WILLARD

6

11
1.14

(31) 70

(30) 69

(29) 68

(28) 67

5
40

WILLARD			
208.75		50	
208.75		98	
		97	
11		121.57	86.83
1.14		(31) 70	146.81
		147.13	100.85
		94.92	96.61
		(30) 69	
		95.08	93.93
		(29) 68	
		154.85	
		96.92	86.95
		(28) 67	
		99.25	
		80.41	
87	87	87	87

ex3

Leah Betts

From: Leah Betts
Sent: Tuesday, August 7, 2018 11:20 AM
To: Bob Cirtin; Harold Bengsch; Lincoln Hough
Cc: Justin Hill; Cindy Stein
Subject: Senate Bill 623 - Surplus from Tax Sale
Attachments: Untitled.PDF - Adobe Acrobat.pdf

Tracking:	Recipient	Read
	Bob Cirtin	
	Harold Bengsch	Read: 8/7/2018 2:42 PM
	Lincoln Hough	Read: 8/7/2018 3:03 PM
	Justin Hill	Read: 8/7/2018 2:23 PM
	Cindy Stein	Read: 8/7/2018 7:03 PM

All,

Attached is the old statute and the new Senate Bill regarding how tax sale surplus should be handled. After talking to several people, I really thing that Commission (or county counsel on behalf of the commission) will have to handle these claims.

The new law will only apply to 2018 and forward. Even though the previous statute places the duty on the Commission, I will continue processing these (for the past years) like we have been. August 27th is the tax sale date this year (it's always the 4th Monday in August). The redemption period is one year (or up to 18 months if the purchaser drags their feet). This means this will not be an issue for at least a year. Therefore, if it suits you all, I will revisit this next year and help all that I can with the process.

Thank you.

Leah Betts

Greene County Collector
940 Boonville, Room 107
Springfield, MO 65802
417.868.4036
www.countycollector.com

Missouri Revised Statutes

Chapter 140 Collection of Delinquent Taxes Generally

[←140.220](#)

Section 140.230.1

[140.240→](#)

August 28, 2016

Foreclosure sale surplus--deposited in treasury--escheats, when.

140.230. 1. When real estate has been sold for taxes or other debt by the sheriff or collector of any county within the state of Missouri, and the same sells for a greater amount than the debt or taxes and all costs in the case it shall be the duty of the sheriff or collector of the county, when such sale has been or may hereafter be made, to make a written statement describing each parcel or tract of land sold by him for a greater amount than the debt or taxes and all costs in the case together with the amount of surplus money in each case. The statement shall be subscribed and sworn to by the sheriff or collector making it before some officer competent to administer oaths within this state, and then presented to the county commission of the county where the sale has been or may be made; and on the approval of the statement by the commission, the sheriff or collector making the same shall pay the surplus money into the county treasury, take the receipt in duplicate of the treasurer for the surplus of money and retain one of the duplicate receipts himself and file the other with the county commission, and thereupon the commission shall charge the treasurer with the amount.

2. The treasurer shall place such moneys in the county treasury to be held for the use and benefit of the person entitled to such moneys or to the credit of the school fund of the county, to be held in trust for the term of three years for the publicly recorded owner or owners of the property sold at the time of the delinquent land tax auction or their legal representatives. At the end of three years, if such fund shall not be called for as part of a redemption or collector's deed issuance, then it shall become a permanent school fund of the county.

3. County commissions shall compel owners or agents to make satisfactory proof of their claims before receiving their money; provided, that no county shall pay interest to the claimant of any such fund.

(RSMo 1939 § 11159, A.L. 1990 H.B. 1284, A.L. 2003 S.B. 295, A.L. 2010 H.B. 1316, A.L. 2013 H.B. 175 merged with S.B. 248)

Prior revisions: 1929 § 9959; 1919 § 12949; 1909 § 11502

2010	2003	1991
----------------------	----------------------	----------------------

[Top](#)

Missouri General Assembly

Copyright © Missouri Legislature, all rights reserved.

SECOND REGULAR SESSION
[TRULY AGREED TO AND FINALLY PASSED]
HOUSE COMMITTEE SUBSTITUTE FOR
SENATE COMMITTEE SUBSTITUTE FOR

SENATE BILL NO. 623

99TH GENERAL ASSEMBLY

2018

4369H.03T

AN ACT

To repeal section 140.230, RSMo, and to enact in lieu thereof one new section relating to foreclosure proceeds.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section A. Section 140.230, RSMo, is repealed and one new section enacted in lieu thereof, to be known as section 140.230, to read as follows:

140.230. 1. When real estate has been sold for taxes or other debt by the sheriff or collector of any county within the state of Missouri, and the same sells for a greater amount than the debt or taxes and all costs in the case it shall be the duty of the sheriff or collector of the county, when such sale has been or may hereafter be made, to make a written statement describing each parcel or tract of land sold by him for a greater amount than the debt or taxes and all costs in the case together with the amount of surplus money in each case. The statement shall be subscribed and sworn to by the sheriff or collector making it before some officer competent to administer oaths within this state, and then presented to the county commission of the county where the sale has been or may be made; and on the approval of the statement by the commission, the sheriff or collector making the same shall pay the surplus money into the county treasury, take the receipt in duplicate of the treasurer for the surplus of money and retain one of the duplicate receipts [himself] and file the other with the county commission, and thereupon the commission shall charge the treasurer with the amount.

2. The treasurer shall place such moneys in the county treasury to be held for the use and benefit of the person entitled to such moneys or to the credit of the school fund of the county, to be held in trust for the lesser of a term of three years or ninety days following the expiration of the redemption period for the lienholders of record or for the publicly recorded owner or owners of

EXPLANATION—Matter enclosed in bold-faced brackets [thus] in this bill is not enacted and is intended to be omitted in the law.

21 the property sold at the time of the delinquent land tax auction or their legal
22 representatives. The surplus shall be first distributed to the former
23 lienholders of record, by priority of the former liens, if any, then to the
24 former owner or owners of the property. Lien priority shall be set as
25 of the date of the tax sale. No surplus funds shall be distributed to any
26 party claiming entitlement to such funds, other than as part of the
27 redemption process, until ninety days have passed after the period of
28 redemption has expired. At the end of three years, if [such fund shall not be]
29 any funds have not been distributed or called for as part of a redemption or
30 collector's deed issuance, then [it] such funds shall become a permanent school
31 fund of the county.

32 3. County commissions shall compel owners, lienholders of record, or
33 agents to make satisfactory proof of their claims before receiving their money;
34 provided, that no county shall pay interest to the claimant of any such fund. Any
35 such claim shall be filed with the county commission within ninety days
36 after the expiration of the redemption period, be made in writing, and
37 include reference to the lien of record upon which the claim is
38 made. The reference shall include the county recorder's recording
39 reference information such as book and page number, document
40 number, or other reference information if the lien is not referenced
41 either by book or page number or document number. Should more than
42 one party make claim to any surplus funds and those parties are unable
43 to reach an agreement satisfactory to the county commission, the
44 county commission shall petition the circuit court within the county
45 where the county commission sits for interpleader. The county
46 commission shall only be required to name as defendants those parties
47 who have made claim to the funds. Upon judgment sustaining the
48 petition for interpleader and the subsequent tender of the surplus
49 funds to the court registry, the county commission so tendering such
50 funds shall be entitled to seek discharge from the case.

✓

exy

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2019, between **GREENE COUNTY, MISSOURI**, hereinafter referred to as "County", and **CITY OF Ash Grove**, hereinafter referred to as "City":

WHEREAS, Section 70.220§ R.S.Mo. authorizes governments to cooperate with one another in various matters; and

WHEREAS, the County and City maintain public streets, to include common roadways which cross the boundaries of each party's jurisdiction; and

WHEREAS, the County and City desire to cooperate and coordinate to construct road improvements to Brookside Avenue within the City's corporate limits; and

WHEREAS, County and City have agreed to the terms under which Brookside Avenue will be improved and wish to memorialize these plans in this Intergovernmental Cooperative Agreement; and

WHEREAS, this Agreement, which is to the mutual benefit of all parties hereto, shall supersede and replace any provisions, requirements and understandings; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby mutually covenant and agree as follows:

1. **Replacement of the Existing Box Culvert on Brookside Avenue:**

- 1a. The County shall proceed with construction for replacement of the existing box culvert under and along Brookside Avenue and shall place said box culvert by providing all equipment, labor and materials.
- 1b. Following the County's completion of all improvements described in paragraph 1a, the City shall reimburse the County 100% of all construction costs, including labor, equipment, material and other construction expenses, for the road improvements. The City shall make said payment being due and payable within 45 calendar days of receipt of the County's invoice detailing all expenses.

2. **Right of Way Acquisition:**

- 3a. The City will proceed to acquire all necessary right-of-way that is located in the City Limits of Ash Grove, Missouri, required for the replacement of the existing box culvert described in paragraph 1(a) above.

3. **Indemnification:**

- 4a. To the extent allowed or imposed by law, City shall defend, indemnify and hold harmless the County, including its elected officials and employees from any

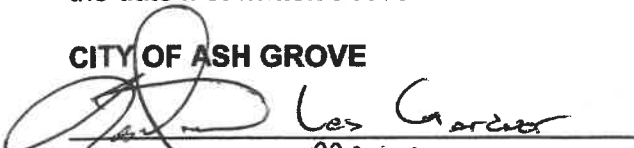
claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to, real or personal property or to a person for any matter related to the construction of roadway or replacement of the box culvert or construction related activities.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutional law.

4. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. All amendments to this Agreement shall be in writing and shall be approved by City and County.
5. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. This Agreement can only be modified in writing, signed by all parties, and approved, by the County and City with passage of an Order and/or ordinance approving the modification, addendum or amendment.
6. This Agreement shall be deemed entered into in Greene County, Missouri. The parties further agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The parties further agree that this Agreement and any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.


IN WITNESS WHEREOF the parties have caused this instrument to be duly executed the date first written above.

CITY OF ASH GROVE



Les Gardner
MAYOR

Attest:




Melissa J. Mau, City Clerk

GREENE COUNTY COMMISSION



Bob Dixon
Presiding Commissioner



Harold Bengsch
Commissioner 1st District

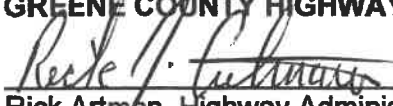


John Russell
Commissioner 2nd District

ATTEST BY:

Shane Schoeller, Greene County Clerk

GREENE COUNTY HIGHWAY DEPARTMENT



Rick Artman, Highway Administrator

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy Stein, Greene County Auditor




GREENE COUNTY COMMISSION REFUND APPROVAL FORM

We, the Greene County Commission, have reviewed the necessary information on parcel 88-07-26-300-006 and agree there was a clerical error which affected the calculation of the taxes for tax years 2014-2018. The value of the property used to calculate taxes for 2014-2018 included a portion of property that did not belong to this parcel.

Therefore, we request that the Clerk adjust the following tax years to the following assessed values in order for the Collector's office to refund the taxpayer for the overpayment of taxes due to a clerical error.

Tax Year	Assessed Value
2014	\$13,230
2015	\$13,720
2016	\$13,720
2017	\$14,040
2018	\$14,040

Reference Missouri State Statute 52.240.

	Date: <u>09/10/2019</u>
	Date: <u>09/10/2019</u>
	Date: <u>7/10/2019</u>