

BILL 135

ORDINANCE 1325

**AN ORDINANCE OF THE CITY OF LATHROP, MISSOURI TO AUTHORIZE THE EXECUTION OF A CONSOLIDATED TAX BILLING AND COLLECTION AGREEMENT**

**WHEREAS**, the City of Lathrop, Missouri, currently contracts with the Clinton County Collector of Revenue for the Collection of real and personal property taxes, and

**WHEREAS**, the City desires to continue such relationship.

**NOW THEREFORE**, be it ordained by the Board of Aldermen of the City of Lathrop, Missouri, as follows:

- Section 1** The Board of Alderman approves the Consolidated Tax Billing and Collection Agreement attached hereto, and incorporated herein.
- Section 2** The City Administrator of the City of Lathrop, Missouri, is hereby authorized and directed to execute the Consolidated Tax Billing and Collection Agreement and any other documents necessary under said Agreement.
- Section 3** This Ordinance shall be in full effect from the date of passage and approval of the Board of Aldermen.

**READ TWO TIMES** and passed by the Board of Aldermen of the City of Lathrop, Missouri, this 18th day of June, 2019.

Dean E Langner  
Dean Langner, Mayor

Date June 18, 2019

ATTEST:

Susie Freece  
Susie Freece, City Clerk

Date June 18, 2019

# **CONSOLIDATED TAX BILLING AND** **COLLECTION AGREEMENT**

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of May, 2019, by and between the City of Lathrop, Missouri, a municipal corporation, as such defined in the laws and regulations of the State of Missouri, and hereinafter CITY, and Michele Wells, Clinton County Collector duly elected of Clinton County, Missouri, and hereinafter COLLECTOR, and the Clinton County Commission duly elected of Clinton County, Missouri, hereinafter COUNTY COMMISSION of the following terms and conditions.

WHEREAS, it is desired and intended by the Cooperation Agreement that the parties set forth hereinafter shall enter and agreement as permitted by the Missouri State Statutes 70.200 et seq., 50.332 and 140.670, for the cooperation efforts to collect the taxes of the City of Lathrop, Missouri, on property located within the boundaries of said City located in Clinton County, Missouri.

NOW THEREFORE, it is hereby mutually agreed as follows:

1. The COUNTY COMMISSION covenants and agrees:

- (a) That it will maintain and permit the use of its computer terminal facilities and its office and staff facilities in the development, mailing and collection of the city tax assessments and notices to all applicable residents of the City of Lathrop, Missouri.
- (b) That it will provide the CITY a copy of the original tax printout no later than a date to be agreed upon each year, and said printouts shall include a list of all taxpayers, assessments, and other pertinent information necessary to the tax billing for the City.

- (c) That it will provide the CITY, within a reasonable time after the termination of the tax period ending February 28<sup>th</sup> of each year, a final printout for the current year, which should show a list of taxpayers, assessments and other necessary and pertinent information, delinquencies and other data for the proper accounting of said system
- (d) That it will collect and forward to the CITY, on a monthly accounting basis, all taxes collected by the COUNTY on behalf of the CITY, together with the appropriate bookkeeping information and data which is reasonable and required by law, by the CITY for its tax records.
- (e) That it will cooperate with the COLLECTOR and with the officials of the City of Lathrop to act toward the effectuation and execution of the agreement.
- (f) To be responsible for the computer programming, the assessment input into the computer, the tax billing printing, the mailing of tax bills, the collection of all assessed CITY taxes and as well as the sale of delinquent property.

2. The CITY covenants and agrees:

- (a) To compensate the COLLECTOR for the services provided by her at the rate of three percent (3%) of the total amount of taxes collected by the COLLECTOR for the CITY.
- (b) In addition to sub-paragraph (a) above to compensate Clinton County, Missouri by a further payment of two percent (2%) of all city taxes collected by the COLLECTOR, in consideration of the CITY's

use of County employees and equipment in collection of said CITY taxes. The aforementioned two percent (2%) shall be divided with one percent (1%) to the County and one percent (1%) to David Woody, Clinton County Clerk.

- (c) The parties further agree that the County shall be entitled to one and one half percent (1 ½%) of all CITY taxes collected by the County as consideration for the county reassessment fund. To provide for payment amount, the County shall deduct one and one half (1 ½%) of each distribution of tax monies made to the CITY.

3. The COLLECTOR covenants and agrees:

- (a) To use her best professional efforts to effectuate the collection of the CITY taxes, as set forth herein, by all lawful and proper means.

- (b) To maintain reasonable and appropriate accounting and depository records and to pay the taxes collected by her in accordance with this agreement to the City of Lathrop.

4. It is contemplated by this agreement and understood by the parties that the CITY tax statements shall be included in the same mailing with the County tax statements and shall require additional envelopes, postage and related supplies.

5. That the original term of this contract shall begin on 31<sup>st</sup> day of the May, 2019, and continue until and including indefinitely, unless sooner changed by the operation of law.
6. Following the initial contract period, this contract shall continue in force from year to year unless either party gives the other party written notice to terminate, by certified mail, not later than September 1<sup>st</sup>. Any requests for amendments to or modifications of this contract by either party shall be submitted in the manner and by the date specific for termination notice.
7. All accounting and reconciliation will be made as of the date of termination. Any change in laws and regulations which substantially changes or affects the responsibilities of performance of the parties hereto shall make this agreement voidable, at the option of the party or parties so affected.
8. Upon termination of this contract without further renewal, the COLLECTOR shall make available to the CITY any such existing record under her control as may be necessary to enable the City of Lathrop, Missouri, in the year after termination.

This contract agreement is made as authorized by Missouri State Statute 70.220 et seq. and 140.670 and is to be filed at the Clinton County Recorder of Deeds office and the Missouri Secretary of the State as per Missouri State Statute 70.300.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day and year above written.

\_\_\_\_\_  
Clinton County Presiding Commissioner

*Dean E. Langner*  
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Mayor/ Board Chairman

\_\_\_\_\_  
Clinton County First District Commissioner

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Clinton County Second District Commissioner

\_\_\_\_\_  
Clinton County Collector

ATTEST:  
*Kuni Luce*  
\_\_\_\_\_  
City Clerk

ATTEST:

\_\_\_\_\_  
Clinton County Clerk