

Bill No. 4962

Ordinance No. _____

Requested by: Michelle McBride

Sponsored by: Mike Elam

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF O’FALLON FOR COLLECTION AND DISBURSEMENT OF THE CITY’S WATER LINE SERVICE REPAIR FEES

WHEREAS, the St. Charles County Council authorized execution of an intergovernmental agreement with the City of O’Fallon for collection and disbursement of the city’s current and delinquent real and personal property taxes through Ordinance 94-90; and

WHEREAS, the St. Charles County Council authorized execution of an amendment to the intergovernmental agreement with the City of O’Fallon to collect the city’s sewer lateral fees as a part of the annual tax collection process through Ordinance 09-108; and

WHEREAS, the St. Charles County Council authorized execution of a second amendment to the intergovernmental agreement with the City of O’Fallon to collect the city’s special tax bills as a part of the annual tax collection process through Ordinance 17-079; and

WHEREAS, the City has the authority to levy a water line repair

service fee on certain residential properties pursuant to Section 67.319, RSMo; and

WHEREAS, Section 67.319 authorizes the Collector to collect said water line repair service fees with taxes assessed against the property; and

WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement between political subdivisions for the purposes herein set out; and

WHEREAS, the City of O’Fallon has requested that the Collector of St. Charles County collect the water line repair service fees as a part of the annual tax collection process.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive is hereby authorized to execute the Third Amendment to Agreement for Collection of Taxes with the City of O’Fallon for the collection of water line repair service fees imposed by City on real property.

Section 2. The Third Amendment to Agreement for Collection of Taxes shall be substantially the same in form and content as that attached hereto as **EXHIBIT A** and incorporated herein.

Section 3. Compliance with all terms of the agreement addendum

shall be the responsibility of the County Collector, except the production of the list of tax exempt properties which shall be the responsibility of the County Assessor.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreement shall be valid upon the passage of an ordinance of the governing body of each governmental entity entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

EXHIBIT A

THIRD AMENDMENT TO AGREEMENT FOR COLLECTION OF TAXES

This Third Amendment to that Agreement for Collection of Taxes dated May 11, 1994, as amended (hereinafter referred to as the “Collection Agreement”), is entered into the date last written below by and between the City of O’Fallon, Missouri, a constitutional charter city (hereinafter referred to as “City”), and the County of St. Charles, Missouri, a first class charter county (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, by Agreement dated May 11, 1994, as amended in 2009 and 2017, County agreed to collect and remit to City real and personal property taxes imposed on property, an annual sewer lateral repair fee on residential property, and special tax bills on real property within City; and

WHEREAS, City has the authority to levy a water line repair service fee on certain residential properties pursuant to the provisions of Section 67.319, RSMo, and has by Ordinance _____ exercised such authority; and

WHEREAS, Section 67.319, RSMo, authorizes the Collector to collect said water line repair service fee with taxes assessed against the property; and

WHEREAS, City and County desire to amend their Collection Agreement to incorporate therein the collection by County of the City water line repair service fee;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter made, it is hereby agreed as follows:

The Collection Agreement dated May 11, 1994, as amended October 7, 2009, and September 11, 2017, is hereby amended by the addition of a Section 8, which shall read as follows:

8. (a) County shall collect the water line repair service fee (hereinafter referred to as “fees”) imposed by City Ordinance on certain residential real property, as defined therein, through County’s normal general property tax levy billing and collection process, commencing with the billings for tax year 2021. County shall include this fee on the tax bills issued pursuant to Section 1 of the Agreement, collect the same pursuant to Section 1(d), and remit the same to City in accordance with Sections 1(e) and (f). Notwithstanding the provisions of Section 1(g), although County will collect delinquent fees as set forth in Section 1(g), County will not take any steps to resolve protests or complaints relating to fees, but rather shall refer all such matters to City. County will not impose or collect interest or penalties on delinquent fees.
- (b) City shall permit County to retain from fees a commission of two and one-tenth percent (2.1%) of the total of water line repair service fees collected by the County on behalf of the City as compensation for the services herein provided by the County, in accordance with Section 3(b) of the Agreement.
- (c) City shall define the list of residential properties to which its Ordinance _____ applies. After passage, City shall provide a certified copy of that enacted ordinance to St. Charles County. City and County agree that County will not bill any of the “exempt” properties. For properties exempt from ad valorem taxation County will assist City in obtaining a list of those properties and City shall bill those properties directly.
- (d) City will provide explanatory materials to its residents through City newsletters or press releases or through other means as determined by City.

All other terms of the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this ____ day of _____, 2021.

Executed by the City of O'Fallon this ____ day of _____, 2021.

CITY OF O'FALLON, MISSOURI:

ST. CHARLES COUNTY, MISSOURI:

By _____
Bill Hennessy, Mayor

By _____
Steve Ehlmann, County Executive

ATTEST:

ATTEST:

Pamela L. Clement, City Clerk

Brenda Hinton, County Registrar