

Bill NO. 10-06

Ordinance NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT WITH ST. LOUIS COUNTY
TO COLLECT NUISANCE ABATEMENT FEES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORMANDY, MISSOURI, AS FOLLOWS:**

Section One.

The Mayor is hereby authorized and directed to execute an agreement with St. Louis County to collect nuisance abatement fees in substantially the same form as Exhibit "A" attached hereto and incorporated by reference herein.

Section Two.

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

**PASSED BY THE CITY COUNCIL FOR THE CITY OF NORMANDY,
MISSOURI, THIS _____ DAY OF _____, 2010.**

Presiding Officer

Attest:

Pam Rogers, MMC/MPCC, City Clerk

APPROVED THIS _____ DAY OF _____, 2010.

Patrick Green, Mayor

Attest:

Pam Rogers, MMC/MPCC, City Clerk

First Reading _____
Second Reading _____

ST LOUIS COUNTY **NUISANCE CONTRACT**

The St Louis County Collector of Revenue is authorized by statute to collect "nuisance abatement fees" for local municipalities. These fees include: grass cutting, weed removal, clean up and removal of debris, and other charges. If a municipality has incurred an expense in abating a public nuisance in violation of their ordinance, sent the property owner a bill to the address of record (or posted if vacant or no mail receptacle) and the bill has not been paid, the Collector of Revenue will create a "special tax bill" to collect these charges.

In addition to the actual cost of the abatement (cost to cut the grass by your staff, or cost to contract with someone to cut the grass etc), you are allowed to include reasonable administrative costs that you have incurred. These may include cost to prepare the letters, send staff to check, and other costs. For example, some municipalities will include \$49 admin fees with each bill they send to us to cover the abatement cost.

Once a bill is collected, the funds are disbursed to you monthly. If payment is not made within 30 days, we assess a 2% per month late fee (maximum of 18% per year) and this late fee is also sent to you when collected. Nuisance tax bills are "real property" tax bills, and subject to the same collector rules as other tax bills. We handle the billing, send delinquent notices, and if not paid within 3 years may be offered for sale for delinquent taxes. State statute provides that the Collector of Revenue may NOT accept payment from a taxpayer on a current tax bill, if prior tax bills are not paid. So when we mail a tax bill, all prior charges are included on that bill.

I have attached a copy of the standard County collection contract. In order to get started, we would need to receive 3 original signed contracts with "nuisance fees" box checked, along with a copy of your ordinance authorizing St Louis County to collect these fees for you. Once we receive these items, we are ready to go. You can send us a letter stating the address of the property, the locator number, and the amount you wish us to bill. We do the rest. The Collector of Revenue withholds 1% of all amounts collected as allowed by statute. The only thing we ask is that once you have turned these charges over to the Collector, you do not accept payment from a resident. They would need to be referred to our office for payment. You can check our website 24 hours a day 7 days a week to see if your fees have been paid.

Please feel free to contact me if you have questions or wish to discuss further. (314) 615-4210.

CONTRACT FOR COLLECTION SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, by and between ST. LOUIS COUNTY, MISSOURI, hereinafter called "COUNTY", and the CITY OF _____, a municipal corporation, hereinafter called "MUNICIPALITY".

WHEREAS, COUNTY is authorized by St. Louis County Ordinance No. 19,573 to contract with any municipality in the COUNTY for the collection of its real estate taxes, personal property taxes, merchant's and manufacturers' uses, municipal vehicle license fees, business license fees, sewer lateral fees, certified costs of removing public nuisance debris (hereinafter "nuisance fees") and/or payments-in-lieu-of-taxes (hereinafter "PILOTS"); and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number _____, attached hereto and made a part hereof, authorizing the execution of this agreement on behalf of MUNICIPALITY.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations hereinafter stated, the parties agree as follows:

1. COUNTY shall:

- a. Upon timely receipt of proper certification of MUNICIPALITY' ordinance(s) levying the taxes and fees to be collected by COUNTY, commencing with the taxes and fees levied for the year _____, COUNTY shall extend the entries and take such other steps as are necessary to include MUNICIPALITY'S (check the boxes that apply):

- ☐ Real and personal property taxes
- ☐ Merchant and manufacturers' tax
- ☐ Special business district taxes
- ☐ Motor vehicle fees
- ☐ Sewer lateral fees

- ☐ Nuisance fees
- ☐ PILOTS

(hereinafter collectively referred to as "CERTIFIED TAXES, FEES AND PILOTS") on bills issued for said year and each year thereafter until this contract is terminated. COUNTY shall have no obligation to include in its bills or attempt to collect any taxes, fees and PILOTS which are not properly certified by MUNICIPALITY in the manner and within the time prescribed in Section 2(a) of this contract.

- b. COUNTY shall use substantially the same procedures, forms and records that it uses to collect COUNTY and state taxes.
- c. Bills for MUNICIPALITY'S CERTIFIED TAXES, FEES AND PILOTS shall be issued at the time COUNTY issues bills for COUNTY and state taxes and shall be incorporated in COUNTY bills.
- d. On or before the fifteenth day of each month, COUNTY shall deliver to the Clerk, Collector, or appropriate municipal official designated by MUNICIPALITY, a detailed statement of the amounts of each CERTIFIED TAXES, FEES AND PILOTS collected during the preceding month and pay to MUNICIPALITY each amounts, less COUNTY'S compensation as hereinafter provided..
- e. Except as otherwise provided in paragraphs (f) through (h) below, furnish legal services and take the necessary legal steps to collect MUNICIPALITY'S CERTIFIED TAXES AND FEES which become delinquent during the term of this contract insofar as such taxes and fees may be collected with and as part of County's bills for County and State taxes.

- f. COUNTY shall not be responsible for levying or collecting any late charges on delinquent motor vehicle fees.
- g. If real property is sold to a trustee in a tax sale, COUNTY shall not be responsible for collecting delinquent PILOTS, nuisance fees and sewer lateral fees on such property.
- h. The Collector is free to compromise or settle any claims for delinquent personal property taxes. In any such settlement, the Collector shall not be responsible for collecting any delinquent motor vehicle fees.

2. MUNICIPALITY shall:

- a. On or Before September 1 of each year, furnish the Director of Revenue for COUNTY 1) a certified copy of MUNICIPALITY'S ordinance(s) levying the taxes and fees to be collected by COUNTY; and 2) an appropriate designation and identification of properties subjected to any Special Business District Tax to be collected by COUNTY, in such form as may be required by the Director of Revenue. MUNICIPALITY'S motor vehicle fee ordinance shall establish no more than three classes of vehicles and the fees therefore: 1) Automobiles; 2) Trucks (including motor homes or offices, buses, vans pickups and truck-tractors), and 3) Motorcycles (including mo-peds). MUNICIPALITY shall designate no other categories nor sub-classes and shall not base fees on horsepower of vehicles.
- b. Permit COUNTY to retain from the base current and base delinquent CERTIFIED TAXES FEES AND PILOTS a commission of one percent (1%) of the amounts collected.
- c. Permit COUNTY to retain on delinquent CERTIFIED TAXES, FEES AND PILOTS a commission of one percent (1%) of all interest collected.

- d. Permit COUNTY to retain on delinquent CERTIFIED TAXES, FEES AND PILOTS the total amounts collected by COUNTY, including but not limited to all penalties and fees, which are in excess of all base CERTIFIED TAXES, FEES AND PILOTS and interest thereon.
- e. Duly enact ordinances which shall:
 - i. Assess, in addition to all base CERTIFIED TAXES, FEES AND PILOTS, the maximum interest and the maximum amounts of all monies including but not limited to all penalties and fees, which MUNICIPALITY can assess by law.
 - ii. Provide COUNTY with the right and the power to assess as applicable and collect such maximum interest and such maximum amounts of all monies.
- 3. COUNTY shall not be liable to MUNICIPALITY, or any other body or person, for failure or inability of COUNTY to collect any of MUNICIPALITY'S current or delinquent CERTIFIED TAXES, FEES AND PILOTS.
- 4. All records maintained by COUNTY with respect to the CERTIFIED TAXES, FEES AND PILOTS covered by this agreement shall at all reasonable times be available to MUNICIPALITY for inspection and copying.
- 5. This contract shall continue in effect from year to year. Either party may terminate this contract as of December 31 of any year by written notice to the other party not less than sixty (60) days prior thereto.
- 6. This contract when executed is in lieu of any previous contracts between COUNTY and MUNICIPALITY for collection of CERTIFIED TAXES, FEES AND PILOTS and supercedes any such previous contracts.

IN WITNESS WHEREOF, the parties have executed this contract the day and year first
above written.

MUNICIPALITY

By _____
City Official

Approved as to Legal Form:

City Attorney

Attest:

Municipal Witness

ST. LOUIS COUNTY, MISSOURI

Attest:

By _____
County Executive

St. Louis County Administrative Director

Approved:

Collector of Revenue

Approved as to Legal Form:

County Counselor

Approved:

Director of Revenue

Approved:

Accounting Officer

