RESOLUTION NO. 01-2025

A RESOLUTION OF THE CITY OF CLINTON APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI AND THE HENRY COUNTY COLLECTOR FOR TAX COLLECTION SERVICES.

WHEREAS, the City of Clinton has the legal authority to assess and collect personal property and real estate taxes on citizens within the corporate city limits; and

WHEREAS, the City of Clinton desires to enter into a new agreement whereby the Henry County Collector will collect, for the City of Clinton, all real and personal property and special assessments for street improvements on behalf of the City of Clinton; and

WHEREAS, the Henry County Collector desires to enter into said agreement with the City of Clinton;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1: The attached Independent Contractor Agreement with the Henry County Collector is hereby approved.

Section 2: This Independent Contractor Agreement will become effective immediately upon its passage and approval.

Section 3: The agreement approved by the City Council on May 15, 2018 is hereby rescinded in its entirety.

Section 4: The Mayor of Clinton is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 1st day of July, 2025.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT
COUNTY COLLECTOR

WHEREAS, the City of Clinton, has the legal authority to assess and collect personal property and real estate taxes on the citizens of Clinton, Missouri, and;

WHERAS, Rick Watson is currently employed as County Collector, within and for the County of Henry, State of Missouri, and is hereinafter referred to as County Collector, and;

WHEREAS, the City of Clinton, desires to enter into an agreement whereby the County Collector will collect for the City of Clinton, all taxes charged on behalf of the City of Clinton, and;

WHEREAS, the County Collector is desirous to enter into the said contract with the City of Clinton to collect said taxes and distribute those taxes to the City of Clinton pursuant to the terms and conditions hereinafter set forth, and;

WHEREAS, this Contract replaces and supersedes all prior written agreements regarding tax collection between the parties;

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, City of Clinton and County Collector hereby agree as follows:

Services:

The City of Clinton hereby engages said County Collector as an independent contractor and County Collector hereby agrees to such engagement. This agreement shall begin on or about May 1, 2025. Either party may terminate this agreement by giving to the other, before April 1st each year, written notice; otherwise this agreement shall be automatically renewed for a period of one (1) year.

Compensation:

The County Collector is to be compensated by receiving a percentage of the taxes he/she collects. Such percentage is to be allocated as follows:

1) As a fee for service

   The County Collector is to receive one and one half percent (1 ½%) and the County one and one half percent (1 ½%) of the delinquent and/or current taxes. Additionally, pursuant to RSMo 70.220, the County Collector shall be allowed a commission of two percent (2%) on all back taxes and all delinquent taxes collected by him/her, which shall be taxed as costs against the persons or entities owing such taxes and collects as other taxes. This is an add on fee that is not withheld from the tax levied by the City of Clinton.

2) Statutory amounts withheld from Collections

   In addition to the contractual amounts listed above, there will be withheld from taxes collected the following amounts pursuant to state law, so long as the same are authorized by statute:

   a) Pursuant to Section 137.082.6 RSMo, one-fifth of one percent,

   b) Pursuant to Section 137.720.1 RSMo, one percent,

   c) Pursuant to Section 137.720.3 RSMo, one-half of one percent, until such time as the County Collector has collected $75,000.00 from all Henry County collections for the current collection year.

3) Statutory amounts collected as penalties from the taxpayer and added to the tax bill

   a) Penalties for delinquent payment under 52.290 RSMo.

Distribution of Taxes:

The County Collector hereby agrees to remit to the City of Clinton all taxes due and owing the city by the tenth (10th) day of each month together with all interest collected thereon, or as soon thereinafter as it is feasible. Should there be a lengthy delay; the County Collector hereby agrees to notify the City of Clinton in writing as to the reason for such delay. County Collector will provide a statement showing the taxes collected, all fees added to the taxpayer's tax bill hereunder, and all amounts charged against collections hereunder, amounts attributable to interest for late payments divided into the categories listed herein.

Right of Inspection:

The County Collector hereby agrees and acknowledges that the City of Clinton has a right to inspect the books and records maintained by the County Collector, and the City of Clinton agrees that in the event it decides to exercise its right of inspection, it will do so with reasonable notice at a mutually convenient time.

Severability and Totality of Contract:

All agreements and covenants herein contained are severable, and in the event any of them shall be held invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein. The parties of the contract hereby agree and acknowledge that this Contract contains the complete agreement concerning the independent contracting arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

HENRY COUNTY

Jim Stone, Presiding Commissioner

Rick Watson, Henry County Collector

ATTEST:

Kelly Marriott, County Clerk

Date: 7/15/2025

CITY OF CLINTON

Carla Moberly, Mayor

ATTEST:

Wendee Seaton, City Clerk

Date: July 1, 2025