

ORDINANCE 43-1992

Offered by Mr. Howard

AN ORDINANCE TO APPROVE AN AGREEMENT WITH BANK ONE, AKRON NA, RELATING TO ADMINISTRATION AND COLLECTION OF INCOME TAX AND DECLARING AN EMERGENCY

WHEREAS, prompt and efficient collection and deposit of income tax receipts will be beneficial to the Village; and

WHEREAS, Bank One, Akron, NA is a depository of the Village and will perform collection and deposit functions for the Village, therefore

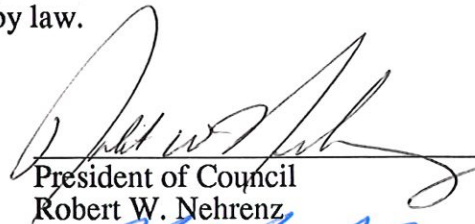
Be it Ordained by the Council of the Village of Richfield, Ohio:

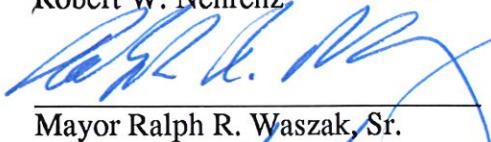
Section 1: The proposed form of Agreement between the Village and Bank One, Akron, NA attached hereto and made a part hereof, is approved.

Section 2: The Mayor and Director of Finance are authorized to enter into an Agreement with Bank One, Akron, NA.


Section 3: This Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety for the reason that the financial position of the Village is dependent upon tax collections, and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest date provided by law.

Passed: September 15, 1992


President of Council
Robert W. Nehrenz


Mayor Ralph R. Waszak, Sr.

Dated: 9/15/92

ATTEST:

Clerk of Council
May N. (Peggy) Malone

August 27, 1992

Ms. Eleanor Lukovics
Village of Richfield
4410 W. Streetsboro Rd.
PO Box 387
Richfield, OH 44286-0387

Dear Ms. Lukocvics:

Re: Lock Box Contract

Bank One, Akron, NA (hereinafter referred to as "Bank") agrees to provide and furnish the Village of Richfield (hereinafter referred to as "Company"), a program designed to facilitate the processing and collection of Company's remittances and the crediting of the same for deposit to Company's account.

1. The nature of the services which Bank is to perform for Company, and Bank's and Company's respective responsibilities in connection therewith are set forth in Exhibit A attached hereto and made a part hereof. The terms of the Agreement, including all exhibits hereto, are to be interpreted in accordance with general banking practice.
2. The Agreement shall become effective on September 01, 1992, and shall continue in effect until terminated by at least ninety (90) days prior written notice of such termination by either party.
3. The fees to be charged and payment thereof for the several services Bank is to render are set forth in Exhibit A. Should there occur a change in the operating instructions from those set forth in Exhibit A, Bank fees may forthwith be adjusted accordingly.
4. Bank reserves the right for any reason to revise any of Bank's fees at any time and from time to time effective after the expiration of ninety (90) days from the effective date of this agreement.
5. Bank's duties and responsibilities will be limited to those set forth in Exhibit A hereto. Bank will use due care in performing same, but shall not be liable for any action taken, allowed, or omitted thereunder, except due to gross negligence, willful misconduct, or lack of good faith; however, in such case Bank's liability shall extend only to direct loss resulting therefrom, as opposed to consequential or special loss or damage. Nothing herein shall be deemed an assumption by Bank of any liability which Company may have or which may incur to others. Bank shall not be responsible for liability, loss or damage resulting from any delay in the performance of or failure to perform Bank responsibilities hereunder which is caused by act of God, fire, other catastrophe, or United States Post Office; or, without limiting the generality of any of the foregoing, any other cause beyond Bank control. Except to the extent of the liability assumed by Bank, Company agrees to indemnify and hold Bank harmless against all liability, claims, loss, damage or expense, including reasonable attorneys' fees to third persons arising out of or in connection with this Agreement.

6. As to property of Company in Bank possession for purposes of this Agreement, Bank shall be liable only for the exercise of reasonable care in safekeeping the same and in restricting to authorized persons access to information relating to Company's business or the business of any of Company's customers which may be received in the course of rendering Bank services hereunder.
7. Bank shall be deemed to be an independent contractor in the performance of Bank services hereunder, and no agency or joint venture is to be inferred from this Agreement. Bank may use such procedures and such forms in the rendering of the services as from time to time Bank in its sole judgment deems best calculated to serve the purpose hereof, and Bank may from time to time change any such procedures and forms unilaterally within the limits of Exhibit A hereto. In the event that conditions should arise rendering it impracticable to complete promptly the performance of Bank responsibilities within the time limited therefore, Bank reserves the right to perform such services for Company as in Bank's best judgment can be performed along with Bank responsibilities to other similar customers, without liability therefore.
8. Notices called for hereunder shall be delivered to Bank marked for the attention of:

Bank One, Akron, NA
 Attn: Corporate Services
 1063 South Broadway
 Akron, OH 44311

and to Company at the address set forth hereon.

9. This letter of Agreement with attached exhibits, shall constitute the entire agreement between Bank and Company and shall be construed and administered under the laws of Ohio. However, the terms and conditions of this Agreement may be modified upon the consent of each party hereto, evidenced in writing duly executed by both.

Kindly evidence Company agreement to the foregoing by indicating acceptance on the space provided for below and on the last page of Exhibit A and return the same to Bank.

APPROVED AND ACCEPTED:

BANK ONE, AKRON, NA

VILLAGE OF RICHFIELD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

0378R/003
 Enclosure

EXHIBIT A

LOCK BOX OPERATING PROCEDURES

FOR THE ACCOUNT OF:

Village of Richfield

The operating instructions, responsibilities, and duties connected with the establishment of a Lock Box Operation for the Village of Richfield (hereinafter referred to as the "Company") and Bank One, Akron, NA, Akron, Ohio (hereinafter referred to as "Bank"), are set forth below.

It shall be the responsibility of the Company to:

1. Deliver to Bank One's Richfield-Bath office tax forms and accompanying payments for deposit to Company's account.

It shall be the responsibility of Bank One to:

1. Transport the remittances to the Lockbox department in Akron via the earliest available bank courier.
2. Process the checks, drafts, and cash, if any, contained therein, with the exceptions noted hereafter, and credit the total amount to Account No. 100094628 carried on Bank's ledger.
3. Observe the following instructions when processing checks and drafts:
 - a. Make certain that all checks are made payable to:
Village of Richfield or a reasonably similar name
Any exceptions will be forwarded to the company in the special handling group.
 - b. Hold postdated checks. Call Eleanor Lukovics or JoAnn Maupin at 659-9201.
 - c. Undated checks or drafts are to be dated the day of receipt by Bank.
 - d. Unsigned checks will be deposited as usual.
 - e. If the two amounts appearing on a check, the written amount and the numeric amount, do not match, the written amount will be used. If the check is protectographed, the protectographed amount will be used.

company.

f. Checks bearing a typed or handwritten notation such as "Paid in Full" will be processed and deposited as usual.

All checks paid in accordance with the above-stated conditions will be guaranteed by the company.

4. Endorse all acceptable checks that are contained in such mail for deposit to the account of the Company. The endorsement will read: "Pay to the order of within named payee lock box account, absence of endorsement guaranteed, Bank One, Akron, NA, Akron, Ohio, Corporate Services."
5. Maintain a microfilm record of each check processed.
6. Photocopy each check.
7. At the close of each banking day, a deposit receipt will be sent to Richfield-Bath branch office.

Accompanying the deposit receipt will be all work to be returned to company (photocopies, tax forms, special handling group, etc.).

COST

There is a one-time set up charge of \$50. The monthly cost of the lock box, based on the above-described operating procedures, includes a base charge of \$35 plus \$.20 per item.

The minimum monthly charge is \$50.

These fees will be analyzed against the Company's Account No. 100094628.

APPROVED AND ACCEPTED:

BANK ONE, AKRON, NA

BY: Anthony Horach
Title: Asst. Vice President
Date: 8-28-92

VILLAGE OF RICHFIELD

BY: Ralph K. [Signature]
Title: Mayor
Date: 9/15/92

0379R/psj/004