

RESOLUTION NO. 23-73

CITY OF CENTERVILLE, OHIO

Sponsored by Councilman John McIntire on the 23rd day
of July, 19 73.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH THE CITY OF WEST CARROLLTON, OHIO, TO
PROVIDE FOR THE COLLECTION OF THE CENTERVILLE INCOME TAX
BY THE WEST CARROLLTON INCOME TAX DEPARTMENT.

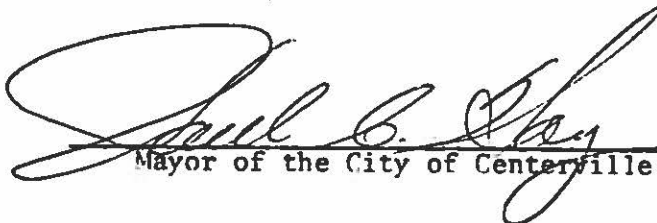
The municipality of Centerville hereby resolves:

Section 1. That the City Manager be, and hereby is, authorized to
enter into a contract with the City of West Carrollton, Ohio, to provide for
the collection of the Centerville Income Tax by the West Carrollton Income
Tax Department. A copy of said contract is attached hereto and incorporated
herein by reference.

Section 2. That said contract shall provide that the City of
Centerville shall pay to the City of West Carrollton, Ohio, a fee of five (5%)
percent of the total of the money collected.

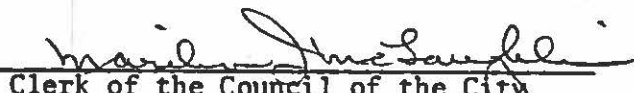
Section 3. This Resolution shall take effect from and after the
earliest period allowed by law.

PASSED this 23rd day of July, 19 73.



Mayor of the City of Centerville, Ohio


ATTEST:



Clerk of the Council of the City
of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville,
Ohio, hereby certifies the foregoing to be a true and correct copy of Resolu-
tion No. 23-73 passed by the Council of the City of Centerville, Ohio, on
the 23rd day of July, 19 73.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter and constitutional provi-
sions.

Department of Law
Robert N. Farquhar
Municipal Attorney

permanently to submit their agreement and pay their wages.

CONTRACT FOR INCOME TAX COLLECTION

This Contract made and entered into the _____ day of _____, 1973, by and between the City of Centerville, Ohio (hereinafter "Centerville"), and the City of West Carrollton (hereinafter "West Carrollton"),

WITNESSETH:

That WHEREAS, the Council of Centerville has passed an income tax ordinance, and

WHEREAS, Centerville is desirous of having the income tax division of West Carrollton collect said income tax on behalf of Centerville.

IT IS AGREED by and between said Parties as follows:

West Carrollton from and after the first day of September, 1973, until and including the 31st day of August, 1974, unless earlier terminated, shall collect all income tax monies due to Centerville and under the following conditions:

1. Centerville agrees to pay to West Carrollton a sum of money equal to Five Percent (5%) of the gross income tax proceeds collected by West Carrollton.
2. It is agreed and understood by the Parties that monies collected under this Agreement shall be paid over to Centerville on a monthly basis with an accounting of monies received from which amount West Carrollton shall deduct its Five Percent (5%) collection charge each month.
3. It is further understood and agreed between the parties that West Carrollton shall provide all machines such as typewriters and calculators, all desks and chairs as needed and maintenance thereon, all papers, miscellaneous machines and shall retain ownership to same. West Carrollton shall also provide the personnel to administer this agreement and pay their wages,

including fringe benefits. All records and addressograph plates produced in connection with this contract shall be the property of Centerville and shall be returned to said City upon termination or expiration of this contract.

4. It is further understood that Centerville shall be responsible for all legal action on delinquent accounts, either through civil or criminal action in the Kettering Municipal Court or other court of competent jurisdiction. All monies and revenue collected as the result of such legal action shall be paid directly to Centerville and shall not be included as part of the gross income tax proceeds collected as provided for in Paragraph 1 above.
5. This Agreement may be renewed by mutual agreement between the parties, upon terms and conditions agreed upon no later than 90 days prior to the date of expiration hereunder. Negotiations for renewal shall begin no later than 120 days before expiration date and if no new contract is negotiated before 90 days before the expiration date, termination upon expiration will be presumed. It is further understood and agreed that this Agreement may be terminated upon 30 days written notice by either Party.
6. It is agreed that in the event the Centerville Income Tax is increased from its present 1% rate, the terms of this contract with regard to remuneration to West Carrollton and reimbursement for expenses shall be subject to renegotiation.
7. It shall be Centerville's obligation to keep West Carrollton apprised of any new resident's names and addresses as same may come to the attention of Centerville from time to time.

IN WITNESS WHEREOF the Parties have hereto caused their names and

seals by their respective duly authorized officers to be affixed hereto, on the day and year aforesaid.

Signed, sealed and acknowledged in the presence of:

CITY OF CENTERVILLE, OHIO

Fran Hoying
Patricia A. Purdin

By James R. Smith
James R. Smith, ~~Acting~~ City Manager

CITY OF WEST CARROLLTON, OHIO

By _____
Edward Slonaker, City Manager

APPROVED AS TO FORM:

Municipal Attorney, City of
Centerville

City Solicitor, City of West
Carrollton