

RESOLUTION NO. 20-72

CITY OF CENTERVILLE, OHIO

Sponsored by Councilman Leonard Stubbs on the 11th day of September, 1972.

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 either five (5%) percent of the total of the money collected or a minimum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00), whichever sum is greater.

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

PASSED this 11th day of September, 1972.

John W. McIntire Jr.
Deputy- Mayor of the City of Centerville, Ohio

ATTEST:

Maureen J. MacLaughlin
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 Resolution No. 20-72 passed by the Council of the City of Centerville, Ohio, on the 11th day of September, 1972.

Maureen J. MacLaughlin
Clerk of the Council

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

CONTRACT FOR INCOME TAX COLLECTION

This Contract made and entered into the _____ day of _____
_____, 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, 1972,
until and including the 31st day of August, 1973, 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; provided, however, that re-
gardless of the total tax revenues collected, Centerville shall
pay to West Carrollton a minimum of Six Thousand Two Hundred
Fifty and 00/100 (\$6,250.00) Dollars for collection services
for the period of this contract, provided said contract shall
not be terminated before the expiration of one year. If termin-
ated before the end of one year, West Carrollton shall be
entitled to receive a prorated portion of said minimum based
upon the term the contract was in existence.
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. Any adjustment necessary to complete the minimum payment required hereunder shall be deducted during the last month of the contract.

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 90 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

By _____
James R. Smith, 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