

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
RESOLUTION NO. 11-R-16

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH BILL BERGMAN FOR PLAN REVIEW SERVICES**

WHEREAS, the Council of the City of Vandalia has determined that it is in the best interest of the City to enter into an agreement for plan review services.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
VANDALIA, MONTGOMERY COUNTY, OHIO THAT:**

Section 1. The agreement between the City of Vandalia and Bill Bergman, a copy of which is on file in the office of the Clerk of Council, is hereby adopted.

Section 2. Robert L. Anderson, city manager, is hereby authorized to enter and execute this agreement on behalf of the City.

Passed this 7th day of March 2011.

APPROVED:

William M. Loy, Mayor

ATTEST:

Robert L. Anderson
Clerk of Council

AGREEMENT

THIS AGREEMENT, made and entered into at Vandalia, Ohio, on the ____ day of March, 2011 by and between BILL BERGMAN, Oak Tree South, Kettering, Ohio 45440, hereinafter referred to as the First Party and the CITY OF VANDALIA, OHIO, a municipal corporation, hereinafter referred to as the Second Party.

WITNESSETH:

IN CONSIDERATION of the covenants and agreements herein made by the parties hereto, each being express consideration for the other, it is mutually agreed by and between the parties hereto as follows to-wit:

1. The First Party shall review and supervise the inspection of all building plans submitted by the Second Party to determine compliance with the Building Code and shall be available for other technical services to the Second Party.

2. The First Party represents as an inducement to this Agreement that he is a professional architect registered in the State of Ohio and as such has experience in building construction, design and the Building Code.

3. The First Party shall receive as compensation for all services rendered, as set forth in paragraph 1 hereof, the rate of eighty (\$80.00) dollars per hour.

4. This agreement shall be and remain in full force and effect from the date of execution up to and including three (3) years from the date provided, however, that either party may terminate same with or without cause prior to the anniversary date by giving thirty (30) days written notice of said termination to the opposite party.

5. This agreement is specifically subject to the following terms and conditions, to-wit:

- (a) Said services are to be made in compliance with all local and/or State requirements and same shall be performed by competent and authorized personnel as furnished by First Party.
- (b) First Party is the sole authority and solely responsible for the inspection of the aforesaid building plans.
- (c) Changes in operation, mutually acceptable, may be made for the betterment of the service to the Second Party; provided, however, all such changes shall be in writing and shall be signed by both parties before becoming effective.

- (d) Said fee, payable to the First Party, as referenced in paragraph 3 hereof, shall be payable upon presentation of appropriate statements or accounts of services rendered to the Second Party not later than the 15th day of each calendar month.

6. Under House Bill 694, effective April 4, 2007, no political subdivision may enter into a contract in excess of \$500 unless the contract includes a certification that the provider of goods or services under that contract is in compliance with House Bill 694. Bill Bergman hereby certifies that all of the following persons, if applicable, are in compliance with division (I)(1) of House Bill 694: (a) The individual if the contract is with an individual; (b) Each partner or owner if the contract is with a partnership or other unincorporated business; (c) Each shareholder if the contract is with an association; (d) Each administrator if the contract is with an estate; (e) Each executor if the contract is with an estate; (f) Each trustee if the contract is with a trust; (g) Each spouse of any person identified in section a-f above; (h) Each child seven years of age to seventeen years of age of any person identified in section a-f above (i) Any combination of persons identified in sections a-h above; (j) Each owner of more than 20% of the corporation or business trust if the contract is with a corporation or business trust; (k) Each spouse of any person identified in section j; (l) Each child seven years of age to seventeen years of age of any person identified in section j above; (m) Any combination of persons identified in sections j-l above.

IN WITNESS WHEREOF, the parties hereto have set their hands to an original and two copies hereof on the date first written above.

IN THE PRESENCE OF:

FIRST PARTY:

BILL BERGMAN

SECOND PARTY:
CITY OF VANDALIA, OHIO

ROBERT L. ANDERSON
CITY MANAGER