

RESOLUTION NO. 5-83
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Bernard Samples ON THE 21st
DAY OF February, 1983.

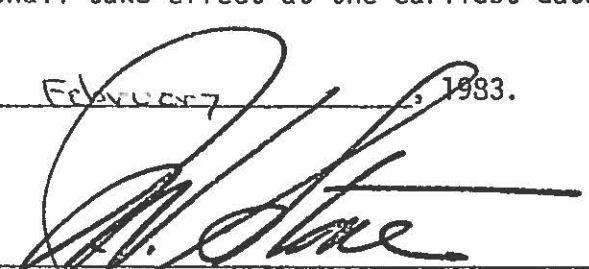
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF CENTERVILLE, OHIO, AND PHILIP WERTZ, AN ARCHITECT, TO PROVIDE FOR ARCHITECTURAL SERVICES UNTO THE CITY WHICH CONSISTS OF PLANS EXAMINATION.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


SECTION 1. That the City Manager is hereby authorized and directed to enter into a Contract by and between the City of Centerville, Ohio, and Philip Wertz, an Architect, a copy of which is attached hereto as Exhibit "A" and incorporated herein, which Contract provides for architectural services rendered unto the City of Centerville which shall consist of plan examination.

SECTION 2. This Resolution shall take effect at the earliest date allowed by law.

PASSED this 21st day of February, 1983.

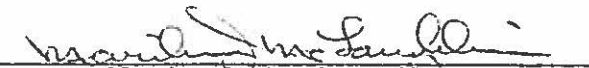

Mayor of the City of Centerville, Ohio

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 Resolution No. 5-83, passed by the Council of the City of Centerville, Ohio, on the 21st day of February, 1983.


Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
Charter and constitutional provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

EMPLOYMENT OF A PROFESSIONAL
ENGINEER-ARCHITECT-CONSULTANT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the CITY OF CENTERVILLE, OHIO, hereinafter referred to as "CITY", and PHILIP WERTZ, hereinafter referred to as "ARCHITECT".

W I T N E S S E T H :

The said City hereby agrees to pay the said Architect the sum of THIRTY-FIVE DOLLARS (\$35.00) per hour for services rendered to the said City during the term of this Contract and shall be payable upon submission of statements by the said Architect from time to time, setting forth services rendered for the CITY.

That the above compensation shall be for architectural services rendered unto the City which shall consist of plan examination.

This Contract shall be for the full term of one year commencing _____ and shall be renewable upon the option of the parties. Said Contract may be terminated by either party at their option upon notification 30 days in advance of said termination.

IN WITNESS WHEREOF, the said City of Centerville, Ohio, has caused to be hereto affixed its corporate name and seal by its City Manager and City Finance Director in accordance with an order duly made by the Council of the City of Centerville, Ohio and Philip Wertz, Architect, as were intended, their names the day and year first above written.

BY _____
Darryl K. Kenning, City Manager

BY _____
Philip Wertz, Architect

BY _____
William Bettcher, Finance Director

STATE OF OHIO, MONTGOMERY COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Darryl K. Kenning, City Manager and William Bettcher, Finance Director, of the City of Centerville, Ohio who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such City Manager and Finance Director thereof, and with the authority of Council for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal at Moraine, Ohio, this _____ day of _____, 19____.

NOTARY PUBLIC

STATE OF OHIO, MONTGOMERY COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Philip Wertz, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal at Centerville, Ohio the _____ day of _____, 19____.

NOTARY PUBLIC