

ORDINANCE NO. 2021-082

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ASPLUNDH TREE EXPERT LLC AND DECLARING AN EMERGENCY

WHEREAS, the City of Lebanon, Ohio operates an Electric System and other utilities structures that provide electricity to residential, commercial and industrial customers of the City; and

WHEREAS, there is a need for tree trimming and removal service in the easements and the rights- of-way of an estimated 17 miles of overhead transmission and 100 miles of overhead distribution lines of the City's Electric System; and

WHEREAS, the City requested sealed bids for contract labor and equipment for a 3-year period and received three qualified bids; and

WHEREAS, based upon the bid evaluations, it was determined the best bid was submitted by Asplundh Tree Expert, LLC at a total estimated 3-year cost of \$625,000.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to execute a 3-year Agreement between the City of Lebanon and Asplundh Tree Expert, LLC, in substantially in the same form as the agreement set forth in "Exhibit I" attached hereto.

SECTION 2. This Ordinance is necessary for the preservation of the public peace, health safety, morals and welfare of the City of Lebanon, Ohio, then this Ordinance shall take place at the earliest period allowable by law.

Passed:

August 24, 2021


Mayor

Attest:



Clerk of Council

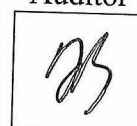
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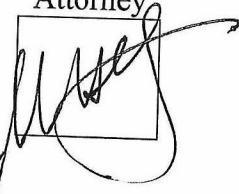
City
Manager



City
Auditor



City
Attorney



AGREEMENT

THIS AGREEMENT, made on the 9/1/2021 by and between The City of Lebanon, Ohio, an Ohio municipal corporation ("City"), and Asplundh Tree Expert, LLC ("Seller").

WHEREAS Seller and City for the consideration hereinafter named agree as follows:

(1) **Scope of Agreement**

Seller shall **Furnish Labor, Equipment and Material to Trim or Remove all Trees in the Vicinity of City of Lebanon Owned and Operated Electrical Power Lines for a three (3) year period** in conformance with the Invitation to Bid, Instructions to Bidders, Specifications and Proposal (the Bid), for furnishing same to City for which the bid opening date was July 19, 2021 at 1:30 pm local time.

(2) **Payment**

City shall pay upon delivery and the Seller agrees to accept in full payment for furnishing Tree Trimming service upon approval of invoices.

(3) **Delivery**

Delivery shall be according to bid specifications.

(4) **Documents Included**

All representations and warranties contained in this Agreement and in the Invitation to Bid, Instructions to Bidders, Specifications and Proposal (the Bid) shall be a part of the terms of this transaction.

(5) **Full Disclosure**

Both the legal and practical effect of this Agreement and the financial status of the parties has been fully explained to City and Seller and they acknowledge that this Agreement is a fair Agreement and is not the result of any fraud, duress, or undue influence exercised by either party upon the other or by an person or persons upon either of them.

(6) **Severability**

In the event any provision of this Agreement shall be held contrary to, or invalid under, the law of any jurisdiction such illegality or invalidity shall not affect in any way other provisions hereof, each of which shall continue in full force and effect and any jurisdiction in which such provision is legal and valid.

(7) **Binding Effect**

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto; however, nothing contained in this paragraph shall be construed as consent to any assignment of this Agreement by either City or Seller.

(8) **Wording**

Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures hereto.

(9) **Construction/Entire Agreement**

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. This Agreement shall constitute the entire agreement of City and Seller and no oral, verbal or implied agreement or understanding shall cancel, modify or vary the terms of this Agreement.

(10) **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in duplicate the day and year first above written.

Signed and Acknowledged
in the presence of:

THE CITY OF LEBANON, OHIO

Witness Diana Lakes

BY: [Signature]
Scott C. Brunka
City Manager

Witness Kelli [Signature]

ASPLUNDH TREE EXPERT, LLC

Witness [Signature]

BY: [Signature]
Signature

Witness Annie [Signature]

Title: Vice President

**APPROVED AS TO FORM
AND CORRECTNESS:**

[Signature]
Mark Yurick

Date: 9/17/21