

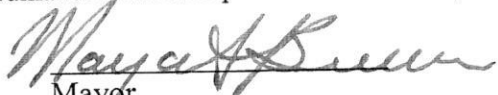
ORDINANCE NO. 2018-060

**AN ORDINANCE AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT
WITH IRBY UTILITIES**

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

SECTION 1. That the City Manager be authorized and directed to execute a three-year Agreement between the City of Lebanon and Irby Utilities, in substantially the same form as the agreement attached hereto as "Exhibit 1".

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.


Mayor

Passed: *July 10, 2018*

Attest:



Clerk of Council

Sponsor

Mayor Brewer
Council member


City
Manager



City
Auditor



City
Attorney



AGREEMENT

THIS AGREEMENT, made on the 10th AUGUST 2018 by and between The City of Lebanon, Ohio, an Ohio municipal corporation ("City"), and IRBY UTILITIES ("Seller").

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

(1) **Scope of Agreement**

Seller shall furnish **ELECTRIC DEPARTMENT MATERIAL** for a **three-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 the 8th of June, 2018 at 2:00 p.m. local time.

(2) **Payment**

City shall pay upon delivery and the Seller agrees to accept in full payment for furnishing Electric Distribution Supplies upon approval of invoices.

(3) **Delivery**

Delivery of the Electric Distribution Supplies shall be based upon receipt of orders.

(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 a 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 a 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**

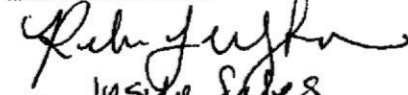
This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first written above.

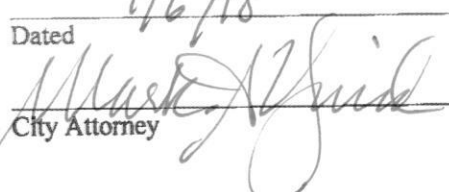
CITY OF LEBANON, OHIO

By 
City Manager

IRBY UTILITIES


Title Inside Sales
Officer of Corporation

I approve the form of the above Agreement.

Dated 9/6/18

City Attorney