

ORDINANCE NO. 2019-005

AN ORDINANCE AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AGREEMENT WITH  
DAILY'S LAWN AND LANDSCAPING

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 2-year Agreement, with a City-option for a 3rd year at the same contract cost, between the City of Lebanon and Daily's Lawn and Landscaping in the amount of \$61,278.09 to provide City facilities mowing and landscaping services as outlined in Contract B of the City of Lebanon Mowing, Landscaping, and Maintenance Annual Contract, in substantially the same form as the contract specifications on file with the City of Lebanon.

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

  
Mayor

Passed: *January 22, 2019*

Attest:

  
Clerk of Council

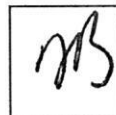
**Sponsor**

Mr. Aylor  
Council member

City  
Manager



City  
Auditor



City  
Attorney



**CONTRACT AGREEMENT  
CONTRACT B  
FINISH MOWING-LANDSCAPING  
EXHIBITS B, C, & D**

THIS AGREEMENT, made this Friday 16 day of March, 2019, by and between the City of Lebanon, an Ohio municipal corporation, hereinafter called "CITY" and Daily's Lawn and Landscaping, doing business as an individual in the State of Ohio herein- after called "CONTRACTOR".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor hereby agrees to furnish all labor, material, tools and equipment necessary for the entire work as set forth in the Contract Documents and Specifications which are incorporated herein by reference and entitled:

**BUSH HOGGING & FINISHED MOWING  
OF  
RIGHT OF WAY & VARIOUS PARCELS OF THE CITY OF LEBANON  
CONTRACT A – CONTRACT B OR BOTH**

including all pertinent work listed or implied in said specifications. The City shall pay the Contractor a monthly cost for all mowing's completed for the month which will be pro-rated from the annual lump sum prices stipulated in the Bid Proposal and Bid Schedules for either Contract A Bush Hogging or Contract B Finished Mowing & Landscaping or Both Contracts A & B which shall be deemed full compensation for furnishing the provided services with the understanding the total amount of all monthly invoices at the end of the contract date will not be greater than the annual lump sum prices provided in the Bid Schedule, unless approved in writing by the City.

**Contract B  
Finish Mowing - Landscaping  
Exhibits B, C & D**

Description	Estimated Acreage	2019 Annual Lump Sum Price	2020 Annual Lump Sum Price	2021 Annual Lump Sum Price (City Option)
<b>Exhibit B</b>				
Fire Station #41	0.133	\$ 515.00	\$ 515.00	\$ 515.00
Police Department	0.155	\$ 439.00	\$ 439.00	\$ 439.00
Mulberry-Sycamore Parking Lot	0.125	\$ 480.00	\$ 480.00	\$ 480.00
West Mulberry Parking Lot	0.029	\$ 115.00	\$ 115.00	\$ 115.00
East Warren Street Right of Way @ Columbus	0.023	\$ 90.00	\$ 90.00	\$ 90.00
S Sycamore Street Right of Way (Between Mulberry & Main)	0.035	\$ 140.00	\$ 140.00	\$ 140.00
Water Street Right of Way	0.300	\$ 1,155.00	\$ 1,155.00	\$ 1,155.00
Electric Admin Building	0.473	\$ 1,830.00	\$ 1,830.00	\$ 1,830.00
S Broadway-Cincinnati Ave Right of Way Areas	0.140	\$ 540.00	\$ 540.00	\$ 540.00

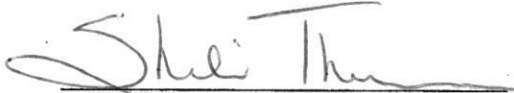
City Lot S Broadway & W South St.	0.204	\$ 785.00	\$ 785.00	\$ 785.00
Gazebo Park	0.141	\$ 545.00	\$ 545.00	\$ 545.00
Christmas Tree Park	0.112	\$ 440.00	\$ 440.00	\$ 440.00
City Hall Parking Lot & Tree Lawn	0.145	\$ 560.00	\$ 560.00	\$ 560.00
S Mechanic Street Parking Lot	0.090	\$ 85.00	\$ 85.00	\$ 85.00
Bi-Centennial Park	0.441	\$ 1,695.00	\$ 1,695.00	\$ 1,695.00
E Warren St/Columbus Ave Right of Way	0.024	\$ 53.92	\$ 53.92	\$ 53.92
Chillicothe & E Main St. Right of Way	0.077	\$ 295.17	\$ 295.17	\$ 295.17
<b>Exhibit C</b>				
Warrior Water Tower	0.862	\$ 950.00	\$ 950.00	\$ 950.00
Hunters Park	1.145	\$ 1,259.00	\$ 1,259.00	\$ 1,259.00
Monroe Road Sub-Station	0.656	\$ 722.00	\$ 722.00	\$ 722.00
Monroe Road Pump Station	0.062	\$ 68.00	\$ 68.00	\$ 68.00
Miller Road/Columbus Ave Entry Sign & median	0.080	\$ 88.00	\$ 88.00	\$ 88.00
511 N Broadway	5.018	\$ 5,518.00	\$ 5,518.00	\$ 5,518.00
Empty Lots across from 511 N Broadway	0.956	\$ 1,051.00	\$ 1,051.00	\$ 1,051.00
W Main Street-Markey Road Right of Way	0.670	\$ 737.00	\$ 737.00	\$ 737.00
W Main Street area by Harmon Avenue	0.360	\$ 396.00	\$ 396.00	\$ 396.00
Norgal Drive Right of Way	0.530	\$ 583.00	\$ 583.00	\$ 583.00
Glosser Road PRV	0.342	\$ 376.00	\$ 376.00	\$ 376.00
Cincinnati Ave Entry Right of Way & Ped Bridge	0.770	\$ 847.00	\$ 847.00	\$ 847.00
Glosser Road Pump Station	1.370	\$ 1,506.00	\$ 1,506.00	\$ 1,506.00
Glosser Road Sub-Station	0.930	\$ 385.00	\$ 385.00	\$ 385.00
South Water Tower #1	0.156	\$ 172.00	\$ 172.00	\$ 172.00
South Water Tower #2	2.102	\$ 2,311.00	\$ 2,311.00	\$ 2,311.00
Lebanon Road Right of Way	1.730	\$ 1,902.00	\$ 1,902.00	\$ 1,902.00
Fire Station #42	0.725	\$ 798.00	\$ 798.00	\$ 798.00
Turtle Creek Pump Station	1.777	\$ 1,954.00	\$ 1,954.00	\$ 1,954.00
Columbia Road Sub-Station	1.166	\$ 1,292.00	\$ 1,292.00	\$ 1,292.00
Columbia Business Park Retention Pond Area	1.640	\$ 1,804.00	\$ 1,804.00	\$ 1,804.00
Wastewater Treatment Plant	4.080	\$ 4,486.00	\$ 4,486.00	\$ 4,486.00
Bike Trail	20.290	\$ 22,310.00	\$ 22,310.00	\$ 22,310.00
<b>Exhibit D</b>				

Time is of the essence. This Contract, all rights and obligations between the parties to this Contract, and all claims arising out of or relating to the subject matter of this Contract (including tort claims), will be governed by the laws of Ohio, without regard to conflict of laws principles.

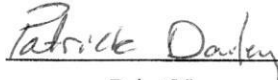
IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year of day first above mentioned.

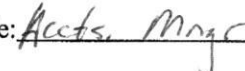
ATTEST:

DAILY'S LAWN AND LANDSCAPING

  
(Witness)

By:   
Signature


  
Print Name

Title: 


ATTEST:

CITY OF LEBANON

  
(Witness)

  
Scott C. Brunka  
City Manager

I approve the form of the above Agreement

  
Mark S. Yurick, City Attorney

  
Date