

ORDINANCE NO. 2019-004

AN ORDINANCE AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH
MILLER LAWN AND LANDSCAPE

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 Miller Lawn and Landscape in the amount of \$42,629.36 to provide City facilities bush hogging services as outlined in Contract A 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.

Passed: *January 22, 2019*

Mayor A. Bueker
Mayor

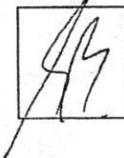
Attest:

Ann Bunker
Clerk of Council

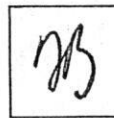
Sponsor

Mr. Aylor
Council member

City
Manager



City
Auditor



City
Attorney



CONTRACT AGREEMENT

**Contract A
Bush Hogging**

THIS AGREEMENT, made this 11th day of March, 2019, by and between the City of Lebanon, an Ohio municipal corporation, hereinafter called "CITY" and Miller Lawn & Landscapae, LLC 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 Contract A Bush Hogging 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 A
Bush Hogging
Exhibit A**

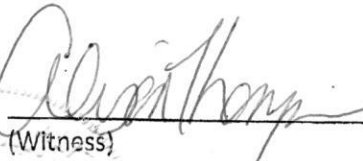
Description	Estimated Acreage	2019 Annual Lump Sum Price	2020 Annual Lump Sum Price	2021 Annual Lump Sum Price (City Option)
Miller Road & Columbus Avenue Right of Way	30.65	\$ 9,229.94	\$9,229.94	\$9,229.94
By-Pass 48 Right of Way	81.75	\$ 24,618.19	\$24,618.19	\$24,618.19
Oregonia Road - SR 123 Right of Way	1.44	\$ 433.64	\$433.64	\$433.64
Lebanon Road Right of Way	0.63	\$ 189.71	\$189.71	\$189.71
Columbia Business Park Lots & Columbia Road Right of Way	25.44	\$7,661.00	\$7,661.00	\$7,661.00
Turtlecreek Road Right of Way	0.25	\$75.28	\$75.28	\$75.28
Mason-Morrow-Millgrove Road Right of Way	1.40	\$ 421.60	\$421.60	\$421.60
YEARLY GRAND TOTALS		\$42,629.36	\$42,629.36	\$42,629.36

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:

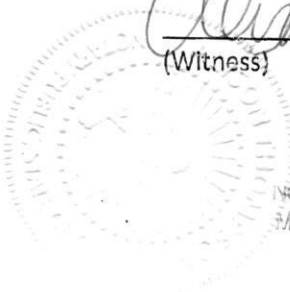
MILLER LAWN & LANDSCAPE, LLC



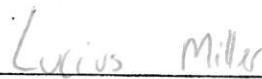
(Witness)

By: 

Signature



ALISON THOMPSON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6/14/2022



Print Name

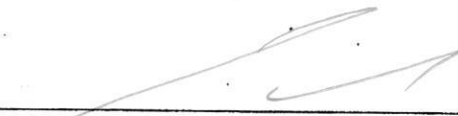
Title: 

ATTEST:

CITY OF LEBANON

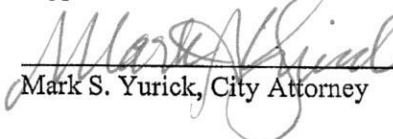


(Witness)



Scott C. Brunka
City Manager

I approve the form of the above Agreement



Mark S. Yurick, City Attorney



Date