

ORDINANCE NO. 2020-120

AN ORDINANCE AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH
LET IT GRO, LLC

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

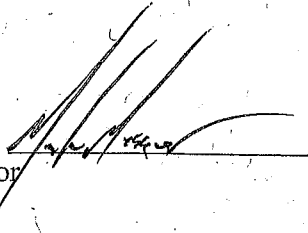
SECTION 1. That the City Manager be authorized and directed to execute a 2-year Agreement, with a City-option for a 3rd year at the same contract cost, between the City of Lebanon and Let it Gro, LLC, in the amount of \$35,000.00 to provide City facilities bush hogging services as outlined in Contract 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:

December 8, 2020

Mayor



Attest:

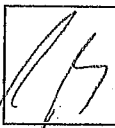
Annal Brewer

Clerk of Council

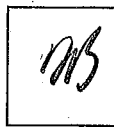
Sponsor

Mayor Brewer
Council member

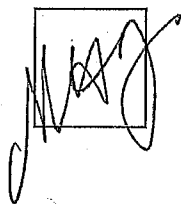
City
Manager



City
Auditor



City
Attorney



CONTRACT AGREEMENT

**Contract A
Bush Hogging**

THIS AGREEMENT, made this 8th day of DECEMBER, 2020, by and between the City of Lebanon, an Ohio municipal corporation, hereinafter called "CITY" and Let it Gro, 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 bush hogging's completed for the month which will be paid per completed bush hog of each area as provided 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 total cost per-year for bush hogs provided in the Bid Schedule (attached as Exhibit A), unless approved in writing by the City.

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:


(Witness)

LET IT GRO, LLC

By:



Signature

Rob Osterwees

Print Name

Title:

Owner

ATTEST:

CITY OF LEBANON

Diana Lynn Lakes
(Witness)

Scott C. Brunka
City Manager

I approve the form of the above Agreement

Mark S. Yurick
Mark S. Yurick, City Attorney

2/26/21
Date

Exhibit A

YEARLY GRAND TOTALS

