

AMELIA VILLAGE, OHIO
Ordinance O-2015-23

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH PLUM GOOD
LAWN CARE SERVICE FOR THE CUTTING OF GRASS ON
MUNICIPALLY OWNED PROPERTY AND DECLARING AN EMERGENCY.**

WHEREAS, The Village is in need of grass mowing services for municipally owned property including Groh Park, Spencer Shank Park, Arrowhead Park, the Pond at Sedona Ridge and Village-owned cemeteries; and

WHEREAS, Plum Good Lawn Care Service is willing and able to provide mowing services as needed and requested by the Village;

NOW, THEREFORE, be it ordained by Council of Amelia Village, Ohio that:

SECTION I. Village Council accepts the recommendation of the Mayor that the Village contract with Plum Good Lawn Care Service, LLC, for the cutting of grass and trimming at Groh Park, Spencer Shank Park, Arrowhead Park, the Pond at Sedona Ridge, on a weekly basis, and upon request of the Mayor and approval of Plum Good Lawn Care Service, LLC, to mow the Village owned cemeteries, at a cost of \$600 per week for all properties, with a cap of \$15,000 for the 2015 mowing season.

SECTION II. The Mayor and the Fiscal Officer are hereby authorized and directed to execute the Agreement on behalf of the Village to secure the necessary grass cutting services from Plum Good Lawn Care Service, LLC, substantially in the form attached hereto as Exhibit A.

SECTION III. This Ordinance is hereby declared to be an emergency measure for the preservation of the public peace, health, safety and general welfare of the Village, and for the further reason that it is immediately necessary to approve this at the earliest possible time, as grass cutting season has already begun and there are not enough Village employees to perform the work. Therefore, provided this emergency clause receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

SECTION IV. Village Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

MR. CAMPBELL DC moved to suspend the rules requiring three readings on three separate dates.

MS. KRAFKA KK seconded the motion.

	Yea	Nay	Absent
Derrick Campbell.....	<u> / / </u>	_____	_____
Chris Dickerson.....	<u> / / </u>	_____	_____
Susan Elliott.....	<u> / / </u>	_____	_____
Lee Gerber.....	<u> / </u>	_____	<u> / </u>
Brandon Hatton.....	<u> / </u>	_____	<u> / </u>
Katie Krafka.....	<u> / </u>	_____	_____

(MR. CAMPBELL) DC moved for the adoption of the ordinance.

(MRS. KRAFKA) KK seconded the motion.

	Yea	Nay	Absent
Derrick Campbell.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Dickerson.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Elliott.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renee Gerber.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Hatton.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Katie Krafska.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(MR. CAMPBELL) DC moved for the adoption of the emergency clause.

(MRS. KRAFKA) KK seconded the motion.

	Yea	Nay	Absent
Derrick Campbell.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Dickerson.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Elliott.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renee Gerber.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Hatton.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Katie Krafska.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted April 14, 2015

Katie Krafska
Katie Krafska, Clerk Pro Tempore

Todd Hart
Todd Hart, Mayor

CONTRACT

This agreement made as of this 14th day of April, 2015, by and between the Amelia Village, Clermont County, Ohio hereinafter called the "Village" and Plum Good Lawn Care Service, LLC, 1509 West Concord Road, Amelia, Ohio 45102, hereinafter called the "Contractor."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Village, the Contractor hereby agrees with the Village to serve as an independent contractor to the Village in connection with the mowing of certain Village properties under the terms as stated herein.

1. The Contractor further agrees to provide such mowing service in a professional manner which reflects well on the Village and the company. It is expected that the Contractor will place Amelia Village at the top of their priority list. The Village expects prompt service of the highest quality.
2. The Contractor shall mow and trim once per week the following Village owned properties: Groh Park, Spencer Shank Park, Arrowhead Park, and the Pond at Sedona Ridge; (the Properties").
3. Upon request of the Mayor and approval of the Contractor, the Contractor shall mow and trim the Village owned cemeteries (the "Cemeteries").
4. The Village shall pay the Contractor Six Hundred Dollars (\$600.00) per week for mowing and trimming the Properties and as requested, the Cemeteries for a maximum total of Fifteen Thousand Dollars (\$15,000.00).
5. The Contractor shall bill the Village at the beginning of each month, for the services provided in the previous month.
6. The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Village.
7. The parties understand that the Contractor will be serving as an independent contractor and not as an employee of the Village.
8. The contractor shall provide documentation of insurance coverage, workers compensation coverage, and performance bonding as specified in the bid specification attached which shall include:
 - A. Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 per occurrence with respect to personal injury or death, and \$1,000,000.00 with respect to property damage.
 - B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Village premises.
 - C. The Contractor shall furnish to the Village certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior written notice to the Village. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00.

D. Each policy shall name the Village and its Mayor, Council, employees, and agents as additional insured.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day and year first above written.

CONTRACTOR

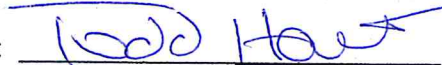


BY:

Bruce Plummer, Member
Plum Good Lawn Care, LLC


AMELIA VILLAGE, OHIO

BY:


Todd Hart, Mayor

Approved as to Form:

BY:


William Gilpin, Fiscal Officer
Julia B. Carney, Solicitor