



MAYFIELD
VILLAGE

MAYOR BRENDA T. BODNAR
mayfieldvillage.com

SERVICE DEPARTMENT

Scott Sipos, Director

610 SOM Center Road

Mayfield Village, OH 44143

440.442.5506 • Fax: 440.446.1479

ssipos@mayfieldvillage.com

MEMORANDUM

To: Mayor Bodnar, Council President Schutt and Members of Council
From: Acting Service Director Lenny Tierney
Date: March 31, 2023
Re: **Fertilization of Sports Fields and Village Properties**

I requested and received proposals from the following three local companies to perform fertilization of Mayfield Village Recreational Complex's and properties for the 2023 season:

- 1) Dyna-Green - \$18,772
- 2) Tru Green - \$19,339.98
- 3) Ecolawn – no quote submitted

I also want to note that the fertilization companies are required to use an organic fertilizer per our bid spec sheet. My recommendation for 2023 is that we use Dyna-Green seeing that this company has the lowest bid.



1331 Lloyd Rd
Wickliffe, Ohio 44092
(440) 942-1550

This Renewal Prepared for: **Mayfield Village**
Mayfield Village, OH 44143

Thank you for giving **DYNA-GREEN** the opportunity to offer you our lawn care program for the 2023 season. Below you will find the breakdown of each property with the per application price listed.

<u>Property:</u>	<u>Cost/App.</u>
Civic Center	\$135.00 x 4 = <u>\$540.00</u>
Community Room/Gazebo	\$154.00 x 4 = <u>\$616.00</u>
Fire Dept	\$50.00 x 4 = <u>\$200.00</u>
First Responders Park	\$90.00 x 4 = <u>\$360.00</u>
Grove Amphitheatre	\$315.00 x 4 = <u>\$1260.00</u>
Hickory Hill Pump Station	\$40.00 x 4 = <u>\$160.00</u>
Joyce Drive @ Wilson Mills	\$105.00 x 4 = <u>\$420.00</u>
Union Cemetery	\$220.00 x 4 = <u>\$880.00</u>
North Commons & Parkview	\$145.00 x 4 = <u>\$580.00</u>
Parkview Pool	\$385.00 x 4 = <u>\$1540.00</u>

Raleigh Dr @ Wilson Mills \$75.00 x 4 = \$300.00

Service Dept \$71.00 x 4 = \$284.00

Som Ctr Medians \$218.00 x 4 = \$872.00

Wiley Park \$265.00 x 4 = \$1060.00

Zorn Circle@ Metro Park Dr \$25.00 x 4 = \$100.00

Soccer Fields \$1550.00 x 4 = \$6200.00

Ball Fields \$850.00 x 4 = \$3400.00

Totals: **\$4693.00 x 4 = \$18772.00**

All material/labor is guaranteed to be as specified, and performed with any submitted specifications in a substantial professional manner for the total sum shown. Payment due upon invoicing. Any outstanding balance, over 30 days past due, will be subject to a monthly finance charge (currently 24% apr with a minimum charge of \$1). Accounts 90 or more days past due will be subject to an additional statement charge and collection activity with customer being responsible for any and all costs and legal fees incurred from said activity.

The above prices, specifications, and conditions are satisfactory and hereby accepted.

Authorized Signature

Position

Date



Susan Napoli
 7460 Clover Ave
 Mentor, OH
 44060
 Phone : 440-975-0416

Customer Information

BILL TO:

CITY OF MAYFIELD VILLAGE
 610 SOM CENTER RD
 CLEVELAND, OH
 44143 USA
 Phone : (440) 442-5506

SERVICE LOCATION:

Civic Center
 327 Som Center Rd
 Cleveland, OH
 44143
 Phone : (440) 442-5506

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
Ball Fields	TruNatural Service	2		\$800.00
Ball Fields	TruNatural Service	3		\$800.00
Ball Fields	TruNatural Service	4		\$800.00
Ball Fields	TruNatural Service	6		\$800.00
Civic Center	TruNatural Service	2		\$146.05
Civic Center	TruNatural Service	3		\$257.30
Civic Center	TruNatural Service	4		\$140.06
Civic Center	TruNatural Service	5		\$121.59
Community Room/Gazebo	TruNatural Service	2		\$193.05
Community Room/Gazebo	TruNatural Service	3		\$341.45
Community Room/Gazebo	TruNatural Service	4		\$185.07
Community Room/Gazebo	TruNatural Service	5		\$160.43
Fire Department	TruNatural Service	2		\$99.04
Fire Department	TruNatural Service	3		\$173.15
Fire Department	TruNatural Service	4		\$95.06
Fire Department	TruNatural Service	5		\$82.75
First Responder's Park	TruNatural Service	2		\$61.66
First Responder's Park	TruNatural Service	3		\$106.21
First Responder's Park	TruNatural Service	4		\$59.26
First Responder's Park	TruNatural Service	5		\$51.87
Grove Amphitheater	TruNatural Service	2		\$469.52
Grove Amphitheater	TruNatural Service	3		\$715.46
Grove Amphitheater	TruNatural Service	4		\$445.53
Grove Amphitheater	TruNatural Service	5		\$371.50
Grove Amphitheater	Weed Control Service	10		\$240.00
Hickory Hill Pump Station	TruNatural Service	2		\$52.40
Hickory Hill Pump Station	TruNatural Service	4		\$50.39
Hickory Hill Pump Station	TruNatural Service	5		\$44.21
Joyce Dr Westside of St. Vac Lot	TruNatural Service	2		\$195.36

Joyce Dr Westside of St. Vac Lot	TruNatural Service	4		\$187.28
Joyce Dr Westside of St. Vac Lot	TruNatural Service	5		\$162.35
Mayfield Union Cemetery	TruNatural Service	2		\$290.20
Mayfield Union Cemetery	TruNatural Service	4		\$278.09
Mayfield Union Cemetery	TruNatural Service	5		\$240.71
N Commons/Parkview Med. Pnd Area	TruNatural Service	2		\$613.50
N Commons/Parkview Med. Pnd Area	TruNatural Service	4		\$587.64
N Commons/Parkview Med. Pnd Area	TruNatural Service	5		\$507.85
Parkview Pool	TruNatural Service	2		\$195.90
Parkview Pool	TruNatural Service	3		\$346.50
Parkview Pool	TruNatural Service	4		\$187.80
Parkview Pool	TruNatural Service	5		\$162.80
Raleigh Drive 2 Vacant Lots	TruNatural Service	2		\$99.81
Raleigh Drive 2 Vacant Lots	TruNatural Service	4		\$95.79
Raleigh Drive 2 Vacant Lots	TruNatural Service	5		\$83.40
Service Department	TruNatural Service	2		\$61.88
Service Department	TruNatural Service	3		\$106.59
Service Department	TruNatural Service	4		\$59.47
Service Department	TruNatural Service	5		\$52.05
Soccer Fields	TruNatural Service	2		\$1,100.00
Soccer Fields	TruNatural Service	3		\$1,100.00
Soccer Fields	TruNatural Service	4		\$1,100.00
Soccer Fields	TruNatural Service	6		\$1,100.00
SOM Center Medians	TruNatural Service	2		\$383.26
SOM Center Medians	TruNatural Service	3		\$681.96
SOM Center Medians	TruNatural Service	4		\$367.18
SOM Center Medians	TruNatural Service	5		\$317.60
Willey Park	TruNatural Service	2		\$146.05
Willey Park	TruNatural Service	3		\$257.30
Willey Park	TruNatural Service	4		\$140.06
Willey Park	TruNatural Service	5		\$121.59
Zorn Circle	TruNatural Service	2		\$52.40
Zorn Circle	TruNatural Service	4		\$50.39
Zorn Circle	TruNatural Service	5		\$44.21

Subtotal: \$19,339.98
 Total Sales Tax Amount: \$0.00
 Grand Total: \$19,339.98

Description: R02 applications consist of organic fertilizer and dimension
 R03 applications consist of organic fertilizer, t-zone, acelepryn
 R04 applications consist of organic fertilizer, t-zone
 R05 applications consist of organic fertilizer
 BALL FIELDS / SOCCER FIELDS applications consist of organic fertilizer and t-zone

Standard Terms and Conditions

- Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
- Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
- Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a) **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
- Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
- LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
- Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
- Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
- No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
- Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
- No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
- Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
- Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
- Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
- Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
- MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
- CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
- Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
- This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____

REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER