



SERVICE DEPARTMENT

Frank Stupczy, Director
610 SOM Center Road
Mayfield Village, OH 44143
440.442.5506 • Fax: 440.446.1479
fstupczy@mayfieldvillage.com

MEMORANDUM

To: Mayor Bodnar, Council President Schutt and Members of Council

From: Service Director Frank Stupczy

Date: February 3, 2025

Re: Fertilization of Sports Fields and Village Properties

I have received the following three quotes for spring, summer, and fall fertilization. Companies were asked to quote for this year (2025) as well as next year (2026). The quotes are for fertilizing the recreation complex, including the sports fields, as well as all Village owned properties. Companies submitting quotes are required to use only OMRI certified fertilizer approved for use in organic production and processing.

- 1) TruGreen \$17,858.44/year
- 2) Dyna Green \$19,656.00/year
- 3) Ultra Lawn \$24,746.00/year

My recommendation is to use TruGreen as this company has the lowest bid.



Susan Napoli 7460 Clover Ave Mentor, OH 44060

Phone: 440-975-0416

Customer Information

BILL TO:

MAYFIELD VILLAGE 610 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 386 Som Center Rd Cleveland, OH 44143	TruNatural Lawn Service	1		\$646.00
Ball Fields 386 Som Center Rd Cleveland, OH 44143	TruNatural Lawn Service	2		\$617.50
Ball Fields 386 Som Center Rd Cleveland, OH 44143	TruNatural Lawn Service	3		\$646.00
Ball Fields 386 Som Center Rd Cleveland, OH 44143	TruNatural Lawn Service	5		\$617.50
Civic Center 6622 Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	1		\$138.75
Civic Center 6622 Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	2		\$133.06
Civic Center 6622 Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	3		\$138.75
Civic Center 6622 Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	5		\$133.06
Community Room/Gazebo 6621 Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	1		\$183.40
Community Room/Gazebo 6621 Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	2		\$175.82
Community Room/Gazebo 6621 Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	3		\$183.40
Community Room/Gazebo 6621 Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	5		\$175.82

Fire Department 770 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$94.09
Fire Department 770 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$90.31
Fire Department 770 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$94.09
Fire Department 770 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$90.31
First Responder's Park 764 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$58.58
First Responder's Park 764 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$56.30
First Responder's Park 764 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$58.58
First Responder's Park 764 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$56.30
Grove Amphitheater 390 SOM Center Rd Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$541.04
Grove Amphitheater 390 SOM Center Rd Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$518.25
Grove Amphitheater 390 SOM Center Rd Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$541.04
Grove Amphitheater 390 SOM Center Rd Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$518.25
Hickory Hill Pump Station 6883 HICKORY HILL MAYFIELD VILLAGE, OH 44124	TruNatural Lawn Service	1	\$49.78
Hickory Hill Pump Station 6883 HICKORY HILL MAYFIELD VILLAGE, OH 44124	TruNatural Lawn Service	2	\$47.87
Hickory Hill Pump Station 6883 HICKORY HILL MAYFIELD VILLAGE, OH 44124	TruNatural Lawn Service	3	\$49.78
Hickory Hill Pump Station 6883 HICKORY HILL MAYFIELD VILLAGE, OH 44124	TruNatural Lawn Service	5	\$47.87
Joyce Dr Westside of St. Vac Lot 000 Joyce at Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$185.59
Joyce Dr Westside of St. Vac Lot 000 Joyce at Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$177.92
Joyce Dr Westside of St. Vac Lot	TruNatural Lawn Service	3	\$185.59

000 Joyce at Wilson Mills Mayfield Village, OH 44124			
Joyce Dr Westside of St. Vac	TruNatural Lawn Service	5	\$177.92
000 Joyce at Wilson Mills Mayfield Village, OH 44124	COLVICE		
Mayfield Union Cemetery 6554 WILSON MILLS RD	TruNatural Lawn Service	1	\$275.69
Mayfield Village, OH 44124 Mayfield Union Cemetery	TruNatural Lawn	2	\$264.19
6554 WILSON MILLS RD Mayfield Village, OH 44124	Service		φ204.19
Mayfield Union Cemetery 6554 WILSON MILLS RD Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$275.69
Mayfield Union Cemetery 6554 WILSON MILLS RD Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$264.19
N Commons/Parkview Med. Pnd Area 000 North Commons Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$582.82
N Commons/Parkview Med. Pnd Area 000 North Commons Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$558.26
N Commons/Parkview Med. Pnd Area 000 North Commons Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$582.82
N Commons/Parkview Med. Pnd Area 000 North Commons Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$558.26
Parkview Pool 425 N COMMONS BLVD Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$186.10
Parkview Pool 425 N COMMONS BLVD Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$130.91
Parkview Pool 425 N COMMONS BLVD Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$138.60
Parkview Pool 425 N COMMONS BLVD Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$178.41
Raleigh Drive 2 Vacant Lots 000 Raleigh at Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$94.82
Raleigh Drive 2 Vacant Lots 000 Raleigh at Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$91.00
Raleigh Drive 2 Vacant Lots 000 Raleigh at Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$94.82
Raleigh Drive 2 Vacant Lots 000 Raleigh at Wilson Mills Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$91.00
Service Department 610 SOM CENTER RD Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$58.79

Service Department 610 SOM CENTER RD Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$56.50
Service Department 610 SOM CENTER RD Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$58.79
Service Department 610 SOM CENTER RD Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$56.50
Soccer Fields 327 Som Center Rd Cleveland, OH 44143	TruNatural Lawn Service	1	\$931.00
Soccer Fields 327 Som Center Rd Cleveland, OH 44143	TruNatural Lawn Service	2	\$902.50
Soccer Fields 327 Som Center Rd Cleveland, OH 44143	TruNatural Lawn Service	3	\$931.00
Soccer Fields 327 Som Center Rd Cleveland, OH 44143	TruNatural Lawn Service	5	\$902.50
SOM Center Medians 000 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$364.10
SOM Center Medians 000 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$348.82
SOM Center Medians 000 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$364.10
SOM Center Medians 000 SOM Center Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$348.82
Willey Park 610 SOM CENTER RD CLEVELAND, OH 44143	TruNatural Lawn Service	1	\$138.75
Willey Park 610 SOM CENTER RD CLEVELAND, OH 44143	TruNatural Lawn Service	2	\$133.06
Willey Park 610 SOM CENTER RD CLEVELAND, OH 44143	TruNatural Lawn Service	3	\$138.75
Willey Park 610 SOM CENTER RD CLEVELAND, OH 44143	TruNatural Lawn Service	5	\$133.06
Zorn Circle 000 Zorn at Metro Park Mayfield Village, OH 44124	TruNatural Lawn Service	1	\$49.78
Zorn Circle 000 Zorn at Metro Park Mayfield Village, OH 44124	TruNatural Lawn Service	2	\$47.87
Zorn Circle 000 Zorn at Metro Park Mayfield Village, OH 44124	TruNatural Lawn Service	3	\$49.78
Zorn Circle 000 Zorn at Metro Park Mayfield Village, OH 44124	TruNatural Lawn Service	5	\$47.87

Subtotal: \$17,858.44 Total Sales Tax Amount: \$0.00

Description: Two Year Agreement

Treatment Schedule:

R01 - Early Spring - consists of Organic Fertilizer and Pre Emergent

R02 - Late Spring - consists of Organic Fertilizer and Herbicide

R03 - Summer - consists of Organic Fertlizer and Insecticide

R05 - Fall - consists of Organic Fertilizer and Herbicide

** Parkview Pool - R01 and R05 Treat Entire - R02 and R03 Treat everything except for Pool and Playground Area **

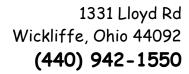
Standard Terms and Conditions

- 1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- 2. <u>Price increases</u>. 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.
- 3. <u>Payment Terms.</u> 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.
- 4. 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.
- 5. <u>Termination</u>. 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). <u>Additional termination provisions for landscape companies, property management companies, agents and other similar entities</u>: 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.
- 6. <u>Sale of Property</u>. 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.
- 7. <u>LIABILITY</u>. 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.
- 8. <u>Duty to Inspect</u>. 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.
- 9. 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.
- 10. 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.
- 11. 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 part'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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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
- 16. <u>Authorization to provide Service</u>. 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.
- 17. 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."
- 18. 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

19. 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.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.





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 2025 season. Below you will find the breakdown of each property with the per application price listed. If you so choose to implement a Two (2) Year contract, These prices will be frozen for both years.

Property:	Cost/App.
Civic Center	$141.00 \times 4 = 564.00$
Community Room/Gazebo	$$161.00 \times 4 = 644.00
Fire Dept	$$53.00 \times 4 = 212.00
First Responders Park	$$95.00 \times 4 = 380.00
Grove Amphitheatre	$$330.00 \times 4 = 1320.00
Hickory Hill Pump Station	$$42.00 \times 4 = 168.00
Joyce Drive @ Wilson Mills	$$110.00 \times 4 = 440.00
Union Cemetery	$$230.00 \times 4 = 920.00
North Commons & Parkview	$$151.00 \times 4 = 604.00
Parkview Pool	$$400.00 \times 4 = 1600.00

 $$79.00 \times 4 = 316.00 Raleigh Dr @ Wilson Mills $$75.00 \times 4 = 300.00 Service Dept Som Ctr Medians $$228.00 \times 4 = 912.00 $$278.00 \times 4 = 1112.00 Wiley Park Zorn Circle@ Metro Park Dr $$26.00 \times 4 = 104.00 $1625.00 \times 4 = 6500.00$ Soccer Fields Ball Fields $$890.00 \times 4 = 3560.00 **Totals:** $$4914.00 \ x \ 4 = 19656.00 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 hearby accepted. **Authorized Signature** Position Date



Hello Lisa, thank you for the opportunity to bid on your properties. I drive by many of these every day and know that we can improve upon their current condition. Should you have any questions and need to reach out please either email me or contact me direct at (440) 537-5378.

2025 Fertilizer Bid

- -Civic Center 6622 Wilson Mills \$168.75 per app
- -Community Room/Gazebo 6621 Wilson Mills \$187.50 per app
- -Fire Department 770 SOM Ctr Rd \$76.00 per app
- -First Responders Park 784 SOM Ctr Rd \$97.30 per app
- -Grove Amphitheatre 390 SOM Ctr Rd \$549.30 per app
- -Hickory Hill Pump Station 6883 Hickory Hill \$67.15 per app
- -Joyce Drive @ Wilson Mills West side of street vacant lot \$114.50 per app
- -Union Cemetery 6554 Wilson Mills \$262.50 per app
- -North Common & Parkview Medians and pond area \$210.00 per app
- -Parkview Pool 425 North Commons Blvd \$375.00 per app
- -Raleigh Dr @ Wilson Mills 2 vacant lots \$99.75 per app
- -Service Department 610 SOM Ctr Rd \$99.75 per app
- -SOM Ctr Medians \$270.00 per app
- -Wiley Park 610 SOM Ctr Rd \$99.75 per app
- -Zorn Circle @ Metro Park Dr \$40.50 per app
- -Soccer Fields 327 SOM Ctr Rd \$2625.00 entire complex (with soccer fields)
- -Ball Fields 386 SOM Ctr Rd \$843.75per app

Entire Season price (based on 4 applications \$24746.00 NO price change whether its for 1 year or 2 years

Sincerely, Mike Stephan Ultralawn Inc

Payments: pay.ultralawninc.com