



CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-18

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
BETWEEN THE CITY OF BROADVIEW HEIGHTS AND TRUGREEN FOR
TREATMENT SERVICES AT THE FIELDS AND BROADVIEW CENTER FOR THE
PARKS AND RECREATION DEPARTMENT IN THE CITY OF BROADVIEW
HEIGHTS AND DECLARING AN EMERGENCY**

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and Trugreen for treatment services at the fields and Broadview Center and for the Parks and Recreation Department.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and Trugreen for treatment services at the fields and Broadview Center and for the Parks and Recreation Department delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 27th day of January, 2025

Robert Boldt, President of Council

Samuel J. Alai, Mayor

January 27, 2025
Date

Attest: Robin Parsons, Clerk of Council

January 27, 2025
Date



Samuel J. Alai, Mayor

CITY OF BROADVIEW HEIGHTS
9543 Broadview Road
Broadview Heights, OH 44147
(440) 526-4357
(440) 717-4004 Fax
cityhall@broadview-heights.org
www.broadview-heights.org

Date: January 21, 2025

To: Samuel J. Alai, Mayor
Members of Council

From: Amanda Hutcheson, Parks and Recreation Director

Re: **Trugreen Agreement 2025**

The Parks and Recreation Department is requesting authorization to purchase up to \$23,892.31 in services from Trugreen in 2025. The attached agreement covers all potential treatments at The Fields and Broadview Center along with tree services and the annual seed purchase.

The actual treatments needed may vary depending on factors such as weather conditions, insect damage and/or damage to the turf by excessive use. Trugreen allows the City the ability to alter the attached contracts as needed based on turf conditions at the time of their inspections.

We are requesting approval to purchase up to \$23,892.31 in services in 2025, with the understanding that the actual services listed in the agreement may be altered.



Richard Smith
 2988 Nationwide Pkwy
 Brunswick, OH 44212

Phone: (330) 350-0339

Customer Information

BILL TO:

BROADVIEW HTS SOCCER COMP
 9543 BROADVIEW RD
 BROADVIEW HEIGHTS, OH 44147

Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
BROADVIEW HTS REC CENTER 9543 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Aeration and Seeding	10	Fall aeration and overseeding to reduce thatch, alleviate compaction and improve turf density.	\$2,961.05
BROADVIEW HTS REC CENTER 9543 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Spring Fertilization	2	Root Zone Fertilization	\$421.28
BROADVIEW HTS REC CENTER 9543 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Insect & Disease Control Service	4	Reinforces Disease suppression and attacks new insects	\$421.28
BROADVIEW HTS REC CENTER 9543 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Insect & Disease Control Service	5	Reinforces Disease suppression and attacks new insects	\$421.28
BROADVIEW HTS REC CENTER 9543 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Tree & Shrub Service	6	Root Zone Fertilization	\$421.28
BROADVIEW HTS REC CENTER 9543 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Tree & Shrub Service	2		\$458.55
BROADVIEW HTS SOCCER COMP 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	TruYou Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$1,727.27
BROADVIEW HTS SOCCER COMP 8983 BROADVIEW RD	TruYou Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent	\$1,727.27

BROADVIEW HEIGHTS, OH 44147			weed control (As Needed/Weather Dependent)	
BROADVIEW HTS SOCCER COMP 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	TruYou Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,727.27
BROADVIEW HTS SOCCER COMP 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	TruYou Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,727.27
BROADVIEW HTS SOCCER COMP 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Chinch Bug Control	10	Treatment to control turf damaging chinch bugs	\$1,932.08
BROADVIEW HTS SOCCER COMP 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Grub Preventative	10	Preventative treatment for sub- surface grub activity	\$1,727.27
BROADVIEW HTS SOCCER COMP 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Vegetation Control	2	Non selective weed control	\$429.88
BROADVIEW HTS SOCCER COMP 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Vegetation Control	6	Non selective weed control	\$429.88
CITY OF BROADVIEW HEIGHTS 9543 BROADVIEW RD BROADVIEW HTS, OH 44147	TruYou Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$2,240.33
CITY OF BROADVIEW HEIGHTS 9543 BROADVIEW RD BROADVIEW HTS, OH 44147	TruYou Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$355.37
CITY OF BROADVIEW HEIGHTS 9543 BROADVIEW RD BROADVIEW HTS, OH 44147	TruYou Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$355.37
CITY OF BROADVIEW HEIGHTS 9543 BROADVIEW RD BROADVIEW HTS, OH 44147	TruYou Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$2,240.33
CITY OF BROADVIEW HEIGHTS 9543 BROADVIEW RD BROADVIEW HTS, OH 44147	Grub Preventative	10	Preventative treatment for sub- surface grub activity	\$373.13
Corner of 82 and Broadview Rd 9259 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	TruYou Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$69.97
Corner of 82 and Broadview Rd 9259 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	TruYou Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$69.97

Corner of 82 and Broadview Rd 9259 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	TruYou Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$69.97
Corner of 82 and Broadview Rd 9259 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	TruYou Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$69.97
FIRE DEPT 9455 BROADVIEW RD BROADVIEW HTS, OH 44147	TruYou Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$68.78
FIRE DEPT 9455 BROADVIEW RD BROADVIEW HTS, OH 44147	TruYou Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$68.78
FIRE DEPT 9455 BROADVIEW RD BROADVIEW HTS, OH 44147	TruYou Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$68.78
FIRE DEPT 9455 BROADVIEW RD BROADVIEW HTS, OH 44147	TruYou Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$68.78
SOCCER COMPLEX CURBLINES 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Vegetation Control	2	Non selective weed control	\$413.29
SOCCER COMPLEX CURBLINES 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Vegetation Control	4	Non selective weed control	\$413.29
SOCCER COMPLEX CURBLINES 8983 BROADVIEW RD BROADVIEW HEIGHTS, OH 44147	Vegetation Control	5	Non selective weed control	\$413.29

Subtotal: \$23,892.31

Total Sales Tax Amount: \$0.00

Grand Total: \$23,892.31

Description:

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.

6. **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.

7. **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.

8. **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.

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 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.

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. **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.

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.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: Samuel J Alai Date: January 27, 2025
AUTHORIZED AGENT/CUSTOMER

Customer Signature: [Signature] Date: January 27, 2025
AUTHORIZED AGENT/CUSTOMER