

RESOLUTION 1687

**RESOLUTION APPROVING A CONTRACT WITH TRUGREEN WEED AND GRUB FOR WORK ON LIONS FIELD.**

**WHEREAS**, the City of West Branch contracted with TruGreen it past years for fertilizer, broadleaf weed and crabgrass control on Lions Field, as well as Fall aeration and seeding; and

**WHEREAS**, the cost of the service for 2016 was \$2,432 and the city staff was pleased with the services provided by TruGreen Commercial; and

**WHEREAS**, TruGreen has a history of positive outcomes and fair pricing with the City of West Branch; and

**WHEREAS**, TruGreen Commercial has submitted a commercial services agreement in the amount of \$906.00 to perform weed and grub services on Lions Field in 2018; and

**WHEREAS**, it is now necessary to approve said agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Branch, Iowa, that the aforementioned commercial services agreement with TruGreen Commercial is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

**Passed and approved this 20th day of February, 2018.**

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, Deputy City Clerk

GORDON R EDGAR

*"Turning Vision Into Reality is our Business"*



Angie Daugherty

319-533-2252

Customer Information

Bill To:

Melissa Russell

City of West Branch

City of West Branch

PO BOX 218  
WEST BRANCH, IA 52358  
USA

Service Location:

Lions Soccer Field

201 PEDERSON  
WEST BRANCH, IA 52358  
USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Lions Soccer Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$149.00
Lions Soccer Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$376.00
Lions Soccer Field	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$149.00
Lions Soccer Field	Grub Control	1	Prevention treatment for sub-surface grub activity	\$232.00
Subtotal				\$906.00
Total Sales Tax Amount				\$0.00
Grand Total				\$906.00

Description

Production Notes: Tech must have map. Late Spring Application will include all the Field and exterior Area. Remaining applications for Soccer field only. Application must be scheduled for Fridays only to prevent conflicts with scheduled games.  
All applications must be completed by June 30th 2018 as that is when budget year ends .

Standard Terms and Conditions

- 1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. Price Increases. Prices of services provided in this agreement may be increased should you add property under this agreement...
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date...
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...
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you...
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...
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT...
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen...
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee...
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind...
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...
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...
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices...
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above...
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests...
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...
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim") arising out of or relating to this agreement...
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...
19. Unless expressly noted otherwise herein this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding...
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: ROGER LAUGHLIN Date: 2-20-18
AUTHORIZED AGENT/CUSTOMER
Customer Signature: Roger Laughlin Date: 2-20-18
AUTHORIZED AGENT/CUSTOMER

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_
Email: melissa@westbranchiowa.org Email: angeladaugherty@trugreenmail.com