

ORDINANCE NO.: 2024- TR

FIRST READING July 8, 2024

INTRODUCED BY: MARK PORTER

SECOND READING AUGUST 8, 2024

THIRD READING AUGUST 12, 2024

ORDINANCE APPROVING THE PROPOSAL AGREEMENT BETWEEN IMPULLITTI LANDSCAPING LLC DBA ARTISTIC SOLUTIONS AND THE VILLAGE OF SOUTH RUSSELL IN AN AMOUNT NOT TO EXCEED A TOTAL OF \$14,862.10 FOR TREE PLANTING ON MANOR BROOK MOUND IN ACCORDANCE WITH THE APPROVED LANDSCAPING PLAN SUBMITTED BY CT CONSULTANTS, AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to retain the services of Impullitti Landscaping LLC dba Artistic Solutions (“Impullitti”) to plant trees on the Manor Brook mound pursuant to a landscaping plan from CT Consultants recommended by the Village of South Russell Planning Commission for approval to Council, which Council approved, in an effort to mitigate the lack of screening from landscaping due to the completion of the Manor Brook Project; and

WHEREAS, Impullitti has provided a proposal agreement with terms and conditions for such tree planting (“Agreement”), which Agreement is attached hereto and incorporated hereto as Attachment A; and

WHEREAS, Council desires to enter into such Agreement with Impullitti.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement between the Village of South Russell and Impullitti, attached hereto and incorporated herein by reference as **Attachment A**, obtaining Impullitti to plant trees on the Manor Brook mound in accordance with the landscaping plan submitted by CT Consultants and approved by Council in an amount not to exceed a total of \$14,862.10, is hereby approved.

SECTION 2. The Mayor and Fiscal Officer are hereby authorized to execute the Agreement on behalf of the Village and are authorized to take all necessary and other action in accordance with Agreement.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of

the Village and for the further reason to allow such plantings to occur as soon as possible; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William A. Komo
Mayor - President of Council

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2024-72 was duly enacted on the 12TH day of AUGUST, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer



Proposal #50512

Property Address:

Village of South Russell
South Russell
South Russell, OH 44022

Date: May 20, 2024

Expiration Date: Jun 19, 2024

Please note that estimates are valid for 30 days. Contracts signed after the 30 day estimate date may be subject to additional charges including but not limited to increased labor rates, material costs, fuel, etc. Please consult with your sales executive if you have any questions.

Village of South Russell - Tree Planting

1 Manor Brook Mound, Tree Planting

- Plant 15 Arborvitae (Green Giants) on hillside at Manor Brook Mounding.
- Plant Trees 12-15' apart from each other in two rows, staggering each other.
- Secure trees with tree stakes.
- Plant fall of 2024

15.00	10' B&B	Thuja Plicata Green Giant
-------	------------	---------------------------

14659 Ravenna Rd
Burton, OH 44021

Impullitti Landscaping, LLC
dba Artistic Solutions

(440) 834-1866
(440) 561-6655

EnjoyTheView.com
MyArtisticSolutions.com

15.00 ea Tree Staking Kit

Subtotal: \$14,862.10
Tax: \$0.00
Total: \$14,862.10

14659 Ravenna Rd
Burton, OH 44021

Impullitti Landscaping, LLC
dba Artistic Solutions

(440) 834-1866
(440) 561-6655

EnjoyTheView.com
MyArtisticSolutions.com

Plant Material

Plants are living and require special care. Once we have installed your landscape, you have the responsibility for the continued health and vigor of the plantings. For additional information, please call us anytime at (440) 834-1866.

- Trees and shrubs are subject to a one-year warranty with a one time, no charge replacement of dead plant material to commence upon completion of the planting by the clients or their representative provided that the stipulated sum as set forth within this contract has been paid in full. Perennials and/or annuals are guaranteed for 90 days.
- Warranty may be voided if material has not received adequate water or horticulture care (disease and insect control) by client during the warranty period.
- Watering will be done by Impullitti Landscaping, LLC during installation provided that we have access to a water source at client location.
- Transplanting existing plant material, materials damaged by acts of God or animals, and materials damaged due to improper drainage caused by others are not covered under this guarantee.
- Impullitti Landscaping, LLC will install all plant material according to the plan and/or attached plant list. Impullitti Landscaping, LLC reserves the right to change a specified plant(s) due to the unavailability of a certain color or species at the nurseries. The closest match will be made at the discretion of Impullitti Landscaping, LLC

Pavers/Brick/Stone Walls

- Workmanship shall be guaranteed for one year. If pavers, brick or wall units fail as a result of workmanship and/or installation methods, we will correct the said failure. This guarantee is in addition to that provided by the material manufacturer and does not cover the structural integrity of paving and wall stone. Natural quarry boulders are not guaranteed against freeze/thaw damage.
- Base shall be mechanically tamped to minimize uneven settling.
- Settling caused by pre-existing sub-surface disturbances shall not be the responsibility of Impullitti Landscaping, LLC
- Paver joints shall be filled and swept with proper joint filler (i.e. mason sand, polymeric sand, limestone screenings) one time at installation.

Seeding & Sod

- We guarantee the germination of seeded lawns. With proper care and maintenance lawns should establish within one growing season.
- Sodded areas not showing satisfactory growth after 60 days will be repaired one time at no charge.
- This warranty does not cover seed/sod that has not received adequate water, excessive water, adequate horticultural care. It also does not cover acts of God, animal, mechanical or human damage.
- Seed/Sod will be fertilized at the time of installation. It is the client's responsibility to continue maintenance which includes proper watering, fertilization, weed control and mowing to proper height otherwise the warranty would be voided.
- Finish grade to consist of smoothing final grade and removing all debris and stone larger than one inch (1") in diameter.
- New areas to be seeded/sodded are to be received within one inch (1") of final grade unless otherwise specified (rough grade to be provided by others).
- Impullitti Landscaping, LLC is not responsible for water that sits in swales.

Lighting & Irrigation

- Material and workmanship shall be guaranteed for one year after system activation.
- Warranty does not apply against system or part damage resulting from misuse or neglect, act of God, tampering, accidents, or services performed by others.
- Routine maintenance (programming controllers or timers, winterization, charging bulbs, adjusting coverage, etc) is not covered by the warranty.
- Impullitti Landscaping, LLC is not responsible for inadequate power supply or water supply.

14659 Ravenna Rd
Burton, OH 44021

Impullitti Landscaping, LLC
dba Artistic Solutions

(440) 834-1866
(440) 561-6655

EnjoyTheView.com
MyArtisticSolutions.com

- *Impullitti Landscaping, LLC is not responsible for landscape, home, or property damage caused by improper maintenance of the irrigation system or lighting, nor for overwatering, leaks, backflow malfunction, or electrical shorts.*
- *Impullitti Landscaping, LLC is not responsible for water hammer, which can happen if the main water supply is under high pressure.*

Utility Information

- *Impullitti Landscaping, LLC will have public utilities located prior to construction.*
- *Only you can tell us if there are any private underground lines or structures that may interfere with our work. You must identify and locate these prior to our work. If we hit something that you have not told us about, and located for us, we cannot be held responsible for the repair or the damaged items.*
- *Impullitti Landscaping, LLC will not be held responsible for damage to invisible fences, irrigation systems, television cable, or electric lines to lampposts, outdoor lighting, etc. if not properly marked. Fees to repair any damage will be the responsibility of the customer.*
- *Concealed Contingencies - An extra charge, based upon the actual cost of work to Impullitti Landscaping, LLC may be made for additional work required to overcome concealed contingencies.*

Property Damage Waiver of Liability

Impullitti Landscaping LLC will take normal precautions while delivering materials and crossing over the driveway with trucks and equipment. Impullitti Landscaping LLC is not responsible for any damage that may result to the driveway or sidewalk while performing landscaping services on the property including but not limited to cracking of the driveway. If driveway access is not permitted, client understands that there will be additional cost for creating temporary access.

Workmanship

All operations shall be completed in a substantial and workmanlike manner. Drawings and details are to serve as a guide and shall be followed as close as practical but minor on-site adjustments may be made.

Warranty

This warranty applies to the original purchaser only and is not transferable. Failure to pay contracted amount in full within 30 days of final billing will result in the cancellation of all warranties. Title to all materials supplied by Impullitti Landscaping, LLC shall be and remain the sole property of Impullitti Landscaping, LLC until payment has been received pursuant to the terms and conditions of the contract. Notwithstanding any other provision of this Warranty or a Customer Contract, (i) the liability of Impullitti Landscaping, LLC shall be limited to repairing or replacing the defective work or product, (ii) under no circumstances shall Impullitti Landscaping, LLC be liable for consequential, incidental, special, exemplary, or punitive damages, and (iii) no customer shall have a right to commence legal action against Impullitti Landscaping, LLC until thirty (30) days after written notice of the problem has been provided to Impullitti Landscaping, LLC, 14659 Ravenna Road, Burton, Oh 44021, Attn: Michael Impullitti, President.

Payment Terms

- *A down payment of 1/3 of the total cost of the project is due with this signed contract in order to schedule or begin construction.*
- *Progress invoicing may be done for projects that are extensive in nature and extend over a long period of time. Invoices are due and payable upon receipt with balance due upon completion.*
- *Accounts are subject to a 2% per month late charge, plus cost of collection, if not paid within 30 days of the billing date.*
- *Statements are sent on the 20th of each month to reflect any past due accounts.*
- *We reserve the right to stop work on the project (and all related projects) if invoices are past due without prior approval.*
- *If a project is cancelled prior to completion, cancellation instructions should be given in writing and an invoice will be issued for all work performed (and products ordered) prior to receipt of the notice of cancellation.*
- *If you would like to pay by credit card, please call our office and we can assist you.*

14659 Ravenna Rd
Burton, OH 44021

Impullitti Landscaping, LLC
dba Artistic Solutions

(440) 834-1866
(440) 561-6655

EnjoyTheView.com
MyArtisticSolutions.com

- Additionally, a 3% fee will be automatically charged to any credit card payment over \$10,000.

Material Costs

Additionally, and beyond the 30-day quote, in the event of a regional or national material shortages, prices may also increase due to availability. Customer acknowledges that the rate and availability for material is subject to change and no amendment or separate signed agreement is necessary to alter same.

Property Photos/Video Release

The Customer agrees that Impullitti Landscaping, LLC shall be permitted to (i) take photographs and/or video of the Customer's property, including but not limited to photographs and/or video of the property before it was landscaped, during the installation/maintenance, and after the installation/maintenance, and (ii) to use such photographs and/or video for advertising and promotional purposes at its discretion. Impullitti Landscaping, LLC will make commercially reasonable efforts to maintain the privacy of its customers.

Work Area	Work Area Summary	Total Including Tax	Initial to Accept
1	Manor Brook Mound, Tree Planting	\$14,862.10	
Contract Total:		\$14,862.10	

By signing below, I accept the Initialed Areas of Work and I agree to abide by the terms stated in this contract.

Contract Authorized by:  7/26/24
 Company Representative date

Contract Approved by: 
 date

14659 Ravenna Rd
 Burton, OH 44021

Impullitti Landscaping, LLC
 dba Artistic Solutions

(440) 834-1866
 (440) 561-6655

EnjoyTheView.com
 MyArtisticSolutions.com