

ORDINANCE NO.: 2025- 56

FIRST READING September 22, 2025

SECOND READING WAIVED

INTRODUCED BY: CHRIS BELL

THIRD READING WAIVED

ORDINANCE APPROVING THE PROPOSAL WITH TERMS AND CONDITIONS FROM FALLS ENTERPRISES, INC.'S FOR TREE PRUNING SERVICES IN AN AMOUNT NOT TO EXCEED \$1,375.00, AUTHORIZING THE POLICE CHIEF TO SIGN THE PROPOSAL, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to retain certain tree pruning services to induce more sunlight to the power school zone sign;

WHEREAS, Falls Enterprises, Inc. ("Falls") is in the business of providing such tree pruning services and has provided the Village of South Russell with a proposal with terms and conditions ("Proposal"), a copy of which is attached hereto and incorporated herein by reference as **Attachment 1**; and

WHEREAS, Council desires to approve such Proposal with Falls.

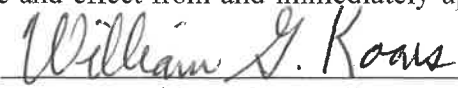
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Proposal, attached as **Attachment 1**, between Falls and the Village of South Russell is hereby approved pursuant to the Proposal's terms and conditions in an amount not to exceed \$1,375.00.

SECTION 2. The Police Chief is hereby authorized to execute the Proposal on behalf of the Village.

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 to secure the Proposal to begin the tree pruning services immediately; 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.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2025-56 was duly enacted on the 22ND day of SEPTEMBER, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romancuski
Fiscal Officer



Falls Enterprises, LLC
11321 Chamberlain Rd Aurora, OH 44202

Proposal #20213
Created: 08/20/2025
From: Falls Team - Sales

Proposal For

Michael Rizzo

Michael Rizzo
5205 Chillicothe Rd
Chagrin Falls, OH 44022

mobile: 440-487-9268
srpdrizzo@gmail.com

Location

5205 Chillicothe Rd
Chagrin Falls, OH 44022

Terms

Due on receipt

5205 Chillicothe Rd 44022

| ITEM DESCRIPTION | QUANTITY | UNIT PRICE | AMOUNT |
|---|----------|-------------|-------------|
| 1) Discount | 1 | \$ 125.00 | \$ 125.00 |
| 2) Tree Pruning To induce more sunlight into power school zone sign across from address 1116 Bell Rd. Reduce in height three 3x the surrounding trees, the left and right area by approximately 10 to 15 feet to be even height with recently reduced trees These trees will include two black locust and one Mable on right side * this area will be accessed via the small strip of land on side road immediately behind trees Chip/haul away brush | 1 | \$ 1,500.00 | \$ 1,500.00 |
| 3) Equipment Equipment to use Branch manager Chip truck and chipper Large lift | 1 | \$ 0.00 | \$ 0.00 |

Client Notes

Tax exempt id-34-0907179



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All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

x William J. Koos Date: 9-23-25

Please sign here to accept the terms and conditions

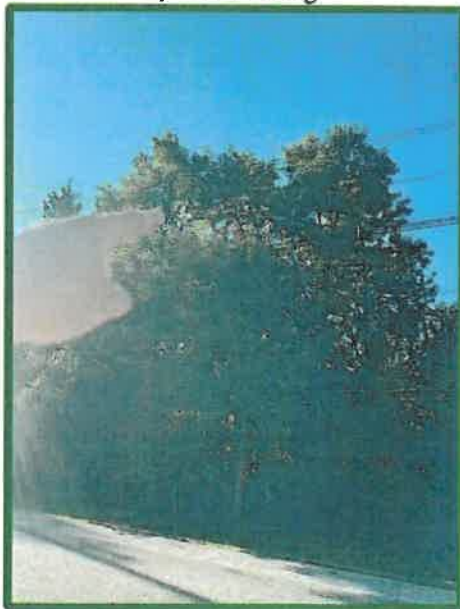
Sales Reps

Falls Team - Sales
Office: 440-543-1990

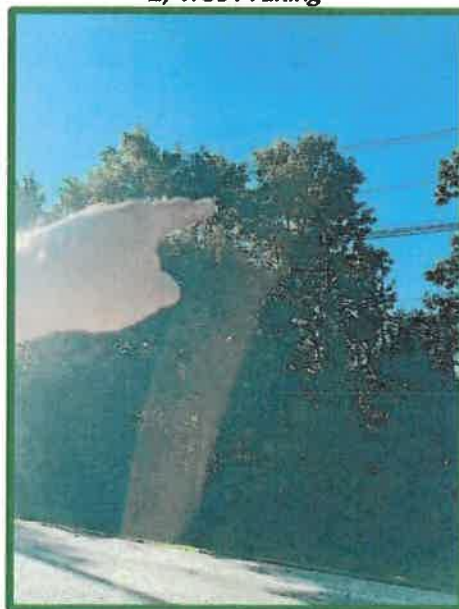
| | |
|-----------|-------------|
| SUBTOTAL | \$ 1,375.00 |
| SALES TAX | \$ 0.00 |
| TOTAL | \$ 1,375.00 |

Photos

2) Tree Pruning



2) Tree Pruning

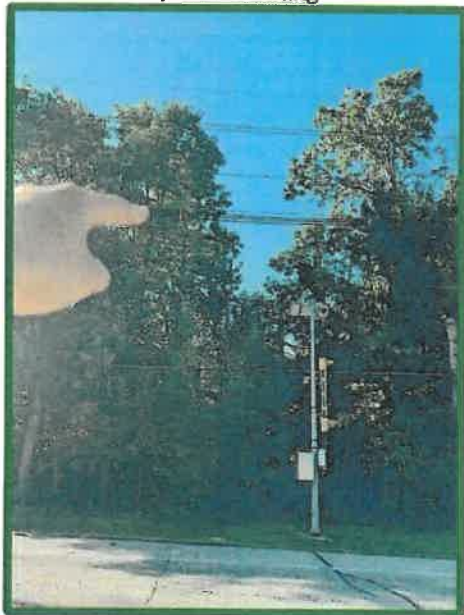




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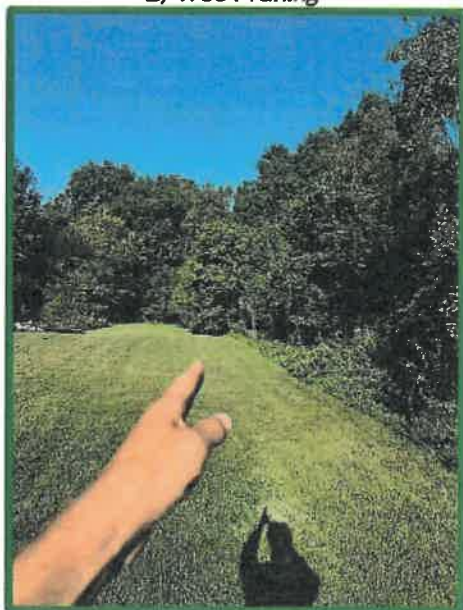
2) Tree Pruning



2) Tree Pruning



2) Tree Pruning



Mr. Falls Tree Experts
11321 Chamberlain Rd
Aurora, Ohio 44202
440-543-1990

mrfallstreeexperts@gmail.com

Terms & Conditions

The Terms and Conditions of Customer Agreement consist of general and special arrangements, and standards that form an integral part of the Agreement between both parties. They have a general understanding and knowledge covering the 'Work to Be Performed' in respect to the Scope of the Customer's Project. Therefore, upon signature of both Parties, it is agreed by and between Mr. Falls Tree Experts, LLC (FTE) and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Acceptance Confirmation: The Proposal is valid for 30 days, after which the work order will be reviewed to determine if it remains in effect. The proposal becomes an Agreement & binding upon signature or verbal confirmation of both Parties and authorizes Falls Tree Experts to commence work as per Customer Agreement. \$100.00 deposit may be required before any services are performed.

Cancellation Fee: If the customer cancels the job for any reason, the \$100 deposit is non-refundable.

Payment: Unless otherwise stated in the Agreement, the Customer agrees to pay balance due in full upon completion of work, where a receipt will be emailed to the Customer for the amount paid. Failure to remit full payment will result in a \$50.00 late fee.

Payment Type

- **Paper Check:** Checks should be made payable to Mr. Falls Tree Experts and given to FTE Field Supervisor or mail to Mr. Falls Tree Experts at 11321 Chamberlain Rd, Aurora, Ohio 44202.
- **ACH Check over the phone:** ACH check can be processed over the phone for free with customer approval.
- **Credit Card:** 3% processing fee will be added to the total for credit card payment.

A 50.00 fee will be added to the total bill if payment is made after the completion date. A finance charge of 3% per month will be assessed if payment is not received within 30 days from the date work is completed. There will be an additional \$50.00 fee charged for all checks returned for non-sufficient funds. The Customer agrees to pay all collections costs, including, without limitation, any legal fees and expenses incurred in connection with the collection of a past due account.

In the event of any nonpayment by the Customer hereunder, Falls Tree Experts may suspend further performance immediately under this Agreement. Nonpayment after 60 days may be sent to collections.

Right to Refuse Service Policy: Falls Tree Experts reserves the right to refuse or decline any job at our discretion. If we choose not to proceed with the scheduled work, we will refund the \$100 deposit on a case-by-case basis. This policy ensures that we can maintain the highest standards of safety, quality and professionalism in our services.

Errors and Omissions: If any errors or miscommunication occur regarding project details, Falls Tree Experts reserves the right to review and revise the work order or invoice as needed to ensure accuracy and clarity.

Customer: Unless otherwise specified on Agreement form, the "Customer" claims they are the Owner or authorized agent to whom the Agreement is addressed, and the Customer warrants his/her authority to contract with Falls Tree Experts.

Permits & Compliance: It is the homeowner's responsibility to obtain any required permits from their local municipality before work begins. Falls Tree Experts is not liable for delays or fines due to unapproved permits.

Concealed Contingencies: Any additional work or equipment required to complete the work as stated in Agreement, caused by the authorizing party's failure to make known or caused by previously unknown such as, subsequent crown die back, unseen decay or weak limbs, foreign material in the trunk, the branches, underground, or any other condition ***not apparent in estimating*** the work specified, shall be paid for by the Customer on a time and material basis. Falls Tree Experts is not responsible for damages to underground sprinklers, septic systems, drain lines, invisible fences or underground cables unless system(s) are adequately and accurately mapped by the authorizing party and a copy of the map is presented before or at the time the work is performed and where located on the Customer's property, and if not, that the authorizing party has received full permission from the owner to allow FTE to perform the specified work stated in the Agreement. Should any tree be mistakenly identified as to ownership, the Customer agrees to indemnify FTE for any damages or costs incurred from the result thereof.

Terms and Conditions for Driveway, Sidewalk, and Yards: Although great care is taken, sometimes sidewalks and driveways are cracked or broken. FTE is **NOT** responsible for damage to these pavements.

Scope of Services: Our tree and yard work services include but are not limited to tree trimming, tree removal, stump grinding, and related yard maintenance. Specific details of the work will be outlined in the agreed-upon estimate or work order. **Property Access and Light Damage:** To perform our services efficiently and safely, we may need access to your yard, including the use of heavy machinery. While we take care to minimize disruptions, the customer acknowledges and accepts that light yard damage such as ruts, minor turf wear, and other expected wear and tear may occur as a result of our work. **Liability for Yard Damage:** We are not liable for light yard damage or normal wear and tear caused during the performance of our services. If significant or unreasonable damage occurs, we are open to negotiating appropriate resolutions on a case-by-case basis. Customers are encouraged to inform us of any specific concerns or vulnerabilities on their property in advance (e.g., irrigation lines, underground utilities, or fragile landscaping). We are not responsible for gutter damage resulting from falling debris or equipment use during tree work. Clients should notify us of any pre-existing gutter issues prior to the start of the project. Any concerns will be addressed on a case-by-case basis. **Boundaries of Responsibility:** Our team is not responsible for damage caused by pre-existing property conditions or environmental factors beyond our control (e.g., unstable trees, hidden debris, or weather conditions). Customers are responsible for ensuring that the work area is free of obstacles such as personal items or vehicles before the scheduled service. **Customer Agreements:** By agreeing to these terms and conditions, the customer confirms they understand and accept the potential for minor yard impacts and have communicated any concerns regarding property conditions prior to the commencement of work.

Determining Parameters: On tasks where there is no defined parameters, as in multiple pruning tasks or specific numbers of trees, and/or boundaries (example vista views), the ultimate decision and final result of the work shall be determined by Falls Tree Experts as the higher learned specialist to make refined (fine tuning) judgements to the finished product.

Disputes: We stand by the quality of our work. If you are not satisfied, please notify us within 5 business days of service completion, in writing with any supporting documentation including photographs. Disputes will be addressed promptly to reach a fair resolution. By accepting the tree work services, you acknowledge that minor yard impacts such as ruts or normal wear and tear may occur and agree that we are not liable for such damage. Significant damage will be reviewed on a case-by-case basis, notifying us of any specific property concerns in advance within five days with written notice and pictures.

Safety: FTE warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees not to enter the work area during arboricultural operations unless authorized by the crew leader on-site. This restriction shall also include their employees, family members, children, and pets to stay clear.