



# Black Earth Parks, Grounds, and Recreation Committee

Monday, March 25, 2024 | 5:30pm

Black Earth Municipal Building  
1210 Mills St., Black Earth, WI 53515

## Agenda

1. Call to Order
2. Roll Call and Confirmation of Quorum
3. Proof of Posting: A copy of the notice was delivered to the following on March 22, 2024: emailed to the Star News and Lake Ridge Bank – Black Earth; posted at the Black Earth Municipal Building, Black Earth Post Office, and Black Earth Web Page.
4. Public Comment (Please limit to 3 minutes)
5. Discussion/Action: Approve Meeting Minutes from October 16, 2023.
6. Discussion/Action: Park Updates
  - a. Black Earth Creek Park
  - b. Veterans Park
    - i. Trees
  - c. Community Park
    - i. Playground equipment
    - ii. Greenspace Acquisition
  - d. Ballfield
    - i. Sprinkler System
7. Discussion/Action: Ballfield Groomer Machine Purchase - John Deere 1200A Bunker And Field Rake
8. Discussion/Action: Weed & Feed, Dethatching, Parks Maintenance
9. Discussion/Action: Park Usage Fees
10. Discussion/Action: Security Camera System in Parks
11. Other Items for Future Agenda Discussion
12. Setting of Next Meeting
13. Adjournment

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### Committee Members

James Coyle, Mitch Hodson, Scott Patchin, Lauri Statz, Ben Voss. Alternate: Terry Moyer

It is possible that members of and possibly a quorum of members of other government bodies of them municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request this service, contact Dani Fields, Clerk/Treasurer, 1210 Mills Street, or call 608-767-4902.



# Black Earth Parks, Grounds, and Recreation Committee

Monday, October 16, 2023 | 6:30pm

Black Earth Municipal Building  
1210 Mills St., Black Earth, WI 53515

## Minutes

1. Call to Order: The Meeting was called to order at 6:30 pm.
2. Roll Call and Confirmation of Quorum Upon roll present: James Coyle, Mitch Hodson, Scott Patchin, Lauri Statz, Ben Voss. Also present: PWD Matt Kahl, Clerk Dani Fields.
3. Proof of Posting: Read aloud.
4. Public Comment (Please limit to 3 minutes)
  - a. Tyler Munson – 1120 Hubbell St -Stated he is a board member but would like to comment as a member of the public and as someone who started tennis program in 2020 and instructs between 6 and 20 kids each summer. Wanted to make committee aware that there is an algae growth on the court, and when it gets wet it gets very slick. A new court is something to keep in mind for budgeting; it is not in great shape and changing the direction of the court should also be considered. Several families have requested to have a tennis wall installed. This would allow people to practice alone instead of needing a partner.
  - b. Phil Caminiti - 835 Blue Mounds St - Present to represent an anonymous donor – this party would like to donate \$100k to the Village with 4 requests, including: maintaining the baseball field: underground sprinkling, 3 wheeler tractor for dragging, tarps, and mats. Other things – explore the possibility of buying the playground equipment and/or t-ball field parcel from the present owner of the grade school building if the Village is willing to maintain the property. Build and purchase new batting cage. Remainder to be put toward the cost of the Jerry Barsness Field renovation/improvements, or as needed at other parks in the village.
5. Discussion/Action: Approve Meeting Minutes from September 12, 2023  
*Scott/James motion to approve minutes as presented. Motion carried unanimously.*
6. Discussion/Action: Black Earth Creek Park Updates
  - a. Dani asked if the committee wanted to have Vierbicher create an RFP and manage bid process for structure removal as part of Park services.
  - b. Committee instructed Dani to create and manage RFP.
7. Discussion/Action: Security Camera System in Parks
  - a. James brought his research on camera options. Mitch stated he would like to have something in place by spring. James suggested getting quotes from outside vendors for installation. Mitch suggested having a live feed, best option to have police monitor activities.
  - b. No action, committee to revisit in Spring
8. Discussion/Action: Ballfield Replacement Updates
  - a. Matt stated ballfield project is done, now just need watering. Perfect weather for installation, went very well.

- b. James asked when the little diamond will be done, Matt stated no plans at this time that he knows of.
- c. Discussion on sprinkler system installation process.
- d. Matt and Ben have been researching tarps, pricing, approx \$1900.

*Mitch/Lauri approve purchase of tarps with donated money. Motion carried unanimously.*

**9. Discussion/Action: Veterans Park Updates / Planning**

- a. Matt has been trying to coordinate with Olson Toon to see if donated trees were still an option for the Village. Will revisit; did not want to install a tree during this summer's drought.

**10. Discussion/Action: Park Usage Fees**

- a. Discussion on reviewing park usage fees, what/who to charge, or if to charge differently for local/non-local. No action taken.

**11. Discussion/Action: Designated Park Funds**

- a. Matt will work with Phil on list of items.

**12. Discussion/Action: Budget 2024**

- a. Discussed list: Tree replacement, ballfield bleachers, Vets Park bathrooms and applying epoxy to bathroom floors, security cameras, planning for shelter replacement, basketball court, and tennis court.

**13. Other Items for Future Agenda Discussion**

- a. Park usage fees
- b. Ballfield updates
- c. Black Earth Creek Park
- d. Security cameras

**14. Setting of Next Meeting – TBD**

**15. Adjournment**

*Scott/Lauri motion to adjourn. Meeting adjourned at 7:05pm.*

*Minutes prepared by Dani Fields, Clerk/Treasurer.*

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**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

- 2000 John Deere Run  
Cary, NC 27513
  
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

**For any questions, please contact:**

**Kevin Lakoma**

Revels Turf and Tractor, LLC  
717 Main Street  
Allenton, WI 53002

Tel: 847-683-4653

Fax: 847-683-3978

Email: [klakoma@revelstractor.com](mailto:klakoma@revelstractor.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 30324998

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Revels Turf and Tractor, LLC  
717 Main Street  
Allenton, WI 53002  
847-683-4653  
revtrac@revelstractor.com

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Prepared For:

**VILLAGE OF BLACK EARTH**



**Proposal For:**

**Delivering Dealer:**

Kevin Lakoma

Revels Turf and Tractor, LLC

717 Main Street

Allenton, WI 53002

revtrac@revelstractor.com

**Quote Prepared By:**

Kevin Lakoma

klakoma@revelstractor.com

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Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Revels Turf and Tractor, LLC  
 717 Main Street  
 Allenton, WI 53002  
 847-683-4653  
 revtrac@revelstractor.com

### Quote Summary

**Prepared For:**

VILLAGE OF BLACK EARTH  
 1210 MILLS ST  
 BLACK EARTH, WI 53515  
 Business: 608-767-2563

**Delivering Dealer:**

**Revels Turf and Tractor, LLC**  
 Kevin Lakoma  
 717 Main Street  
 Allenton, WI 53002  
 Phone: 847-683-4653  
 klakoma@revelstractor.com

**Quote ID:** 30324998  
**Created On:** 05 February 2024  
**Last Modified On:** 08 March 2024  
**Expiration Date:** 31 March 2024

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 1200A Bunker and Field Rake	\$ 21,364.39	1	=	\$ 21,364.39
<b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
<b>Price Effective Date:</b> February 4, 2024				
<b>Equipment Total</b>				<b>\$ 21,364.39</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 21,364.39
Trade In	
<b>SubTotal</b>	<b>\$ 21,364.39</b>
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 21,364.39</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 21,364.39</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 30324998      **Customer Name:** VILLAGE OF BLACK EARTH

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Revels Turf and Tractor, LLC  
 717 Main Street  
 Allenton, WI 53002  
 847-683-4653  
 revtrac@revelstractor.com

## JOHN DEERE 1200A Bunker and Field Rake

**Hours:**

**Stock Number:**

**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
 (PG NB CG 70)

**Selling Price \***  
**\$ 21,364.39**

**Price Effective Date:** February 4, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4300TC	1200A Bunker and Field Rake	1	\$ 23,230.00	24.00	\$ 5,575.20	\$ 17,654.80	\$ 17,654.80
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	OM Non CE English/Spanish	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Rear Frame	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2002	Rear Mounted 60 In. Field Finisher	1	\$ -29.00	24.00	\$ -6.96	\$ -22.04	\$ -22.04
3000	(3) Knobby Hi-Flotation Tires and Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9011	Mid-Mount Base	1	\$ 796.00	24.00	\$ 191.04	\$ 604.96	\$ 604.96
9013	Narrow Scarifier (Interval) Tines	1	\$ 964.00	24.00	\$ 231.36	\$ 732.64	\$ 732.64
9020	40 In. Front Blade	1	\$ 944.00	24.00	\$ 226.56	\$ 717.44	\$ 717.44
9030	60 In. Front Aluminum Blade	1	\$ 377.00	24.00	\$ 90.48	\$ 286.52	\$ 286.52
9702	LED Work Light Kit	1	\$ 357.00	24.00	\$ 85.68	\$ 271.32	\$ 271.32
<b>Standard Options Total</b>			<b>\$ 3,409.00</b>		<b>\$ 818.16</b>	<b>\$ 2,590.84</b>	<b>\$ 2,590.84</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
8-511A	Kindot Steel Drag	1	\$ 1,118.75	0.00	\$ 0.00	\$ 1,118.75	\$ 1,118.75
<b>Dealer Attachments Total</b>			<b>\$ 1,118.75</b>		<b>\$ 0.00</b>	<b>\$ 1,118.75</b>	<b>\$ 1,118.75</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 27,757.75</b>		<b>\$ 6,393.36</b>	<b>\$ 21,364.39</b>	<b>\$ 21,364.39</b>







# Olson Toon Landscaping Inc.

3570 Pioneer Rd., Verona, WI 53593

(608) 827-9401 FAX (608) 827-9402

www.olsontoon.com

## Landscape Maintenance Agreement

### 2024 Season

Proposal submitted to:

**Village of Black Earth**  
**1210 Mills St**  
**Black Earth WI 53515**

Work to be performed at:

**Veterans Park**

**SPECIAL INSTRUCTIONS This includes**  
**Village Hall at 1210 Mills St**

Customer contact:

[bepublicworks@blackearth.com](mailto:bepublicworks@blackearth.com)

**Matt Kahl 608-843-0428**

Olson Toon contact:

[ryan@olsontoon.com](mailto:ryan@olsontoon.com)

[tasha@olsontoon.com](mailto:tasha@olsontoon.com)

Check to accept		Est. total	
		visits	Cost per visit
<input type="checkbox"/>	Early spring fertilizer with crabgrass preventer with spring weed control in turf areas	1	\$150.00
<input type="checkbox"/>	Early summer granular fertilizer with grub prevention	1	\$135.00
<input type="checkbox"/>	Late summer granular fertilizer with weed control in turf areas	1	\$150.00
<input type="checkbox"/>	Fall granular fertilizer	1	\$125.00
<input type="checkbox"/>	Core aeration of turf - please select one: <input type="checkbox"/> Spring <input type="checkbox"/> Fall	1	\$220.00
<input type="checkbox"/>	Overseed	1	\$230.00

This shall be a seasonal agreement between Olson Toon and Village of Black Earth. This contract may be terminated by either party with thirty (30) days written notice. By signing below, both parties hereby agree to the terms stated above. For additional terms and conditions, please see the final page of this agreement.


Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Please Print: \_\_\_\_\_

Phone: \_\_\_\_\_

Olson Toon Landscaping, Inc.

Approved:  \_\_\_\_\_

Date: 3/19/2024

Olson Toon Representative

## Terms and Conditions

Contract terms are net fifteen (15) days to net thirty (30) days, indicated on the front of the invoices. Finance charges will be assessed on all accounts past due at a rate of 1.5% (18% annual rate). All guarantees are void if payment is not made within thirty (30) days after completion of work. If a collection agency is called upon to collect the account, purchaser shall pay all costs. Payments made via Credit Card will be subject to a 2.5% service charge.

Olson Toon Landscaping, Inc. (referred to as Olson Toon) shall be insured with public liability insurance in the amount of \$1,000,000.00 (one million dollars) bodily injury and \$1,000,000.00 (one million dollars) property damage. A *Certificate of Insurance* will be provided upon request. Customer will agree to indemnify Olson Toon for injuries or liabilities arising out of circumstances beyond Olson Toon's control.

As required by Wisconsin Construction Lien Law, contractor hereby notifies the buyer that persons or companies furnishing labor or materials for the construction on the buyer's land may have lien rights on buyer's land and building if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the buyer or those who give the buyer notice within sixty (60) days after they first furnish labor or materials for construction. Accordingly, buyer will probably receive notice from those who furnish labor or materials for the construction and should give a copy to their mortgage lender, if any. Contractor agrees to cooperate with the buyer and his lender, if any, to see that all potential lien complaints are duly paid.

### Information for the Lawn Application Division:

In compliance with Wisconsin lawn and rules of the Department of Agriculture, Trade and Consumer Protection, Olson Toon will provide you, at your request, the following information in writing prior to the application of any pesticide to your lawn, trees or shrubs:

- Common chemical or brand name of pesticide
- Range of concentration and potential quantities of pesticides to be applied
- The label of the pesticide being applied
- The date on which the application will be applied. This date will be provided verbally unless written notification is requested by the customer
- The name, address and telephone of a contact person at our office from whom you may obtain further information about our application

Please be assured that if you do not request the above information, Olson Toon will continue to provide you specific information about the product(s) applied as well as any pertinent post application precautions stated on the product label at the time of each pesticide application. As always, you may contact us at any time for information about the products we use.

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Verona, WI 53593  
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Fax: 608-827-9402  
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# Olson Toon Landscaping Inc.

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(608) 827-9401 FAX (608) 827-9402

www.olsontoon.com

## Landscape Maintenance Agreement

### 2024 Season

Proposal submitted to:

**Village of Black Earth**  
**1210 Mills St**  
**Black Earth WI 53515**

Work to be performed at:

**small baseball diamond**

Customer contact:

[bepublicworks@blackearth.com](mailto:bepublicworks@blackearth.com)

phone

Olson Toon contact:

**Ryan Doescher**

**(608)827-9223 - ryan@olsontoon.com**

Check to accept		Est. total	Cost per visit
<input type="checkbox"/>	Early spring fertilizer with crabgrass preventer with spring weed control in turf areas	1	\$210.00
<input type="checkbox"/>	Early summer granular fertilizer with grub prevention	1	\$180.00
<input type="checkbox"/>	Late summer granular fertilizer with weed control in turf areas	1	\$210.00
<input type="checkbox"/>	Fall granular fertilizer	1	\$170.00
<input type="checkbox"/>	Core aeration of turf - please select one: <input type="checkbox"/> Spring <input type="checkbox"/> Fall	1	\$270.00
<input type="checkbox"/>	Overseed	1	\$280.00

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Please Print: \_\_\_\_\_

Phone: \_\_\_\_\_

Olson Toon Landscaping, Inc.

Approved: \_\_\_\_\_

Date: 3/19/2024

Olson Toon Representative

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Olson Toon Landscaping, Inc. (referred to as Olson Toon) shall be insured with public liability insurance in the amount of \$1,000,000.00 (one million dollars) bodily injury and \$1,000,000.00 (one million dollars) property damage. A *Certificate of Insurance* will be provided upon request. Customer will agree to indemnify Olson Toon for injuries or liabilities arising out of circumstances beyond Olson Toon's control.

As required by Wisconsin Construction Lien Law, contractor hereby notifies the buyer that persons or companies furnishing labor or materials for the construction on the buyer's land may have lien rights on buyer's land and building if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the buyer or those who give the buyer notice within sixty (60) days after they first furnish labor or materials for construction. Accordingly, buyer will probably receive notice from those who furnish labor or materials for the construction and should give a copy to their mortgage lender, if any. Contractor agrees to cooperate with the buyer and his lender, if any, to see that all potential lien complaints are duly paid.

### Information for the Lawn Application Division:

In compliance with Wisconsin laws and rules of the Department of Agriculture, Trade and Consumer Protection, Olson Toon will provide you, at your request, the following information in writing prior to the application of any pesticide to your lawn, trees or shrubs:

- Common chemical or brand name of pesticide
- Range of concentration and potential quantities of pesticides to be applied
- The label of the pesticide being applied
- The date on which the application will be applied. This date will be provided verbally unless written notification is requested by the customer
- The name, address and telephone of a contact person at our office from whom you may obtain further information about our application

Please be assured that if you do not request the above information, Olson Toon will continue to provide you specific information about the product(s) applied as well as any pertinent post application precautions stated on the product label at the time of each pesticide application. As always, you may contact us at any time for information about the products we use.

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www.olsontoon.com

## Landscape Maintenance Agreement 2024 Season

Proposal submitted to:  
**Village of Black Earth**  
**1210 Mills St**  
**Black Earth WI 53515**

Work to be performed at:  
**Large Baseball Field (Jerry Barsness Field)**  
**with new infield**

Customer contact:  
[bepublicworks@blackearth.com](mailto:bepublicworks@blackearth.com)  
**phone**

Olson Toon contact:  
**Ryan Doescher**  
**(608)827-9401 ext. 9223 - ryan@olsontoon.com**

Check to accept		Est. total	
		visits	Cost per visit
<input type="checkbox"/>	Early spring fertilizer with crabgrass preventer with spring weed control in turf areas	1	\$375.00
<input type="checkbox"/>	Early summer granular fertilizer with grub prevention	1	\$325.00
<input type="checkbox"/>	Late summer granular fertilizer with weed control in turf areas	1	\$375.00
<input type="checkbox"/>	Fall granular fertilizer	1	\$315.00
<input type="checkbox"/>	Core aeration of turf - please select one: <input type="checkbox"/> Spring <input type="checkbox"/> Fall	1	\$380.00
<input type="checkbox"/>	Overseed	1	\$400.00

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Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Please Print: \_\_\_\_\_

Phone: \_\_\_\_\_

Olson Toon Landscaping, Inc.

Approved: \_\_\_\_\_

Date: 3/19/2024

Olson Toon Representative

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# Olson Toon Landscaping Inc.

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(608) 827-9401 FAX (608) 827-9402

www.olsontoon.com

## Landscape Maintenance Agreement 2024 Season

Proposal submitted to:  
**Village of Black Earth**  
**1210 Mills St**  
**Black Earth WI 53515**

Work to be performed at:  
**Areas adjacent to ball fields**  
**colored red on map**

Customer contact:  
[bepublicworks@blackearth.com](mailto:bepublicworks@blackearth.com)  
**phone**

Olson Toon contact:  
**Ryan Doescher**  
**(608)827-9401 ext. 9223 - ryan@olsontoon.com**

Check to accept		Est. total	
		visits	Cost per visit
<input type="checkbox"/>	Early spring fertilizer with crabgrass preventer with spring weed control in turf areas	1	\$400.00
<input type="checkbox"/>	Early summer granular fertilizer with grub prevention	1	\$325.00
<input type="checkbox"/>	Late summer granular fertilizer with weed control in turf areas	1	\$400.00
<input type="checkbox"/>	Fall granular fertilizer	1	\$300.00
<input type="checkbox"/>	Core aeration of turf - please select one: <input type="checkbox"/> Spring <input type="checkbox"/> Fall	1	\$425.00
<input type="checkbox"/>	Overseed	1	\$450.00

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Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Please Print: \_\_\_\_\_

Phone: \_\_\_\_\_

Olson Toon Landscaping, Inc.

Approved: \_\_\_\_\_

Date: 3/19/2024

Olson Toon Representative

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Contract terms are net fifteen (15) days to net thirty (30) days, indicated on the front of the invoices. Finance charges will be assessed on all accounts past due at a rate of 1.5% (18% annual rate). All guarantees are void if payment is not made within thirty (30) days after completion of work. If a collection agency is called upon to collect the account, purchaser shall pay all costs. Payments made via Credit Card will be subject to a 2.5% service charge.

Olson Toon Landscaping, Inc. (referred to as Olson Toon) shall be insured with public liability insurance in the amount of \$1,000,000.00 (one million dollars) bodily injury and \$1,000,000.00 (one million dollars) property damage. A *Certificate of Insurance* will be provided upon request. Customer will agree to indemnify Olson Toon for injuries or liabilities arising out of circumstances beyond Olson Toon's control.

As required by Wisconsin Construction Lien Law, contractor hereby notifies the buyer that persons or companies furnishing labor or materials for the construction on the buyer's land may have lien rights on buyer's land and building if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the buyer or those who give the buyer notice within sixty (60) days after they first furnish labor or materials for construction. Accordingly, buyer will probably receive notice from those who furnish labor or materials for the construction and should give a copy to their mortgage lender, if any. Contractor agrees to cooperate with the buyer and his lender, if any, to see that all potential lien complaints are duly paid.

### Information for the Lawn Application Division:

In compliance with Wisconsin laws and rules of the Department of Agriculture, Trade and Consumer Protection, Olson Toon will provide you, at your request, the following information in writing prior to the application of any pesticide to your lawn, trees or shrubs:

- Common chemical or brand name of pesticide
- Range of concentration and potential quantities of pesticides to be applied
- The label of the pesticide being applied
- The date on which the application will be applied. This date will be provided verbally unless written notification is requested by the customer
- The name, address and telephone of a contact person at our office from whom you may obtain further information about our application

Please be assured that if you do not request the above information, Olson Toon will continue to provide you specific information about the product(s) applied as well as any pertinent post application precautions stated on the product label at the time of each pesticide application. As always, you may contact us at any time for information about the products we use.

Olson Toon Landscaping, Inc.  
3570 Pioneer Rd.  
Verona, WI 53593  
Phone: 608-827-9401  
Fax: 608-827-9402  
[www.olsontoon.com](http://www.olsontoon.com)





*Service Proposal*

EXHIBIT A

**Ball Diamond Fine Sports Turf**

1106 Tillberry Dr  
 Baraboo, WI 53913  
 608.434.2504 Craig Schlender  
 608.963.1375 Sam Kujak  
 608.963.8934 Eric Schlender

**TO:** Village of Black Earth  
 PO Box 347  
 Black Earth, WI 53515  
 Attn: Matt Kahl

[bepublicworks@blackearthwisconsin.co](mailto:bepublicworks@blackearthwisconsin.co)

TAX EXEMPT Yes  
 TAX LOCATION Dane

SALES PERSON: Craig Schlender  
 PROJECT NAME: Turf Program  
 Customer PO#: BDF.1323

DATE PREPARED: June 22, 2023  
 EXPIRATION DATE: July 22, 2023

DAYS NEEDED TO COMPLETE PROJECT:		FEE SCHEDULE	
5			
Anticipated Start Date	Anticipated Completion Date	Terms	
October 1, 2023	October 10, 2023	BALANCE DUE ON PROJECT COMPLETION	
QTY	Scope of Services	UNIT PRICE	LINE TOTAL
	<b>2024 Turf Program Baseball and Little League Diamond @3.75 acres</b>		
	<i>Includes:</i>		
1	1st application with crabgrass preventor, fertilizer, and broadleaf herbicide	\$ 968.16	\$ 968.16
1	2nd application with fertilizer and broadleaf herbicide	\$ 811.90	\$ 811.90
1	3rd application with fertilizer and broadleaf herbicide	\$ 811.90	\$ 811.90
	All applications include golf course grade slow release fertilizer, herbicide treatment for broadleaf weeds, and mobilization		
	<b>2024 Turf Program for "Common" turf areas @3.75 acres</b>		
1	1st application with crabgrass preventor, fertilizer, and broadleaf herbicide	\$ 968.16	\$ 968.16
1	2nd application with fertilizer and broadleaf herbicide	\$ 811.90	\$ 811.90
	All applications include golf course grade slow release fertilizer, herbicide treatment for broadleaf weeds, and mobilization		
		<b>SUBTOTAL</b>	\$ 4,372.02
		Sales Tax (0)	\$ -
		<b>TOTAL DUE</b>	<b>\$ 4,372.02</b>

To accept this quotation, please sign, date, and return with deposit.

Please Make all checks payable to Ball Diamond Fine.

Name \_\_\_\_\_ Date \_\_\_\_\_

**Thank you for your business!!**



Jeffrey Schaefer

Phone: (608) 209-3343

Customer Information

**BILL TO:**

VILLAGE OF BLACK EARTH  
 1210 MILLS ST  
 BLACK EARTH, WI 53515  
 USA  
 Phone:

**SERVICE LOCATION:**

Community Park Large BB Field  
 900 PARK  
 BLACK EARTH, WI 53515  
 Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
Community Park Large BB Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$238.00
Community Park Large BB Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$238.00
Community Park Large BB Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$238.00
Community Park Large BB Field	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$238.00
Community Park Red Common Areas	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$200.00
Community Park Red Common Areas	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$200.00
Community Park Red Common Areas	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$200.00
Community Park Red Common Areas	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$200.00
Community Park Small BB Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$140.00
Community Park Small BB Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$140.00

Community Park Small BB Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$140.00
Community Park Small BB Field	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$140.00
VETERAN'S PARK	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$130.00
VETERAN'S PARK	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$130.00
VETERAN'S PARK	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$130.00
VETERAN'S PARK	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$130.00
Village Hall	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$60.00
Village Hall	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$60.00
Village Hall	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$60.00
Village Hall	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$60.00

Subtotal: \$3,072.00  
Total Sales Tax Amount: \$0.00  
Grand Total: \$3,072.00

Description: Call ahead to coordinate applications. Matt 608 434 5888. Large BB field includes grass infield. Red Common Area on map added.

### 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, 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. **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.
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. **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](http://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: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

In compliance with Wisconsin law and rules of the Department of Agriculture, Trade and Consumer Protection, TruGreen will provide you, at your request, the following information in writing prior to the application of any pesticide to your lawn, trees or shrubs:

- Common chemical or brand name of pesticide
- The pesticide label of the pesticide to be applied
- The date on which the application will be applied  
(This date will be provided to you verbally if you consent to such notification)
- The name, address and telephone number of a contact person at our office from whom you may obtain further information about our application

Please be assured that if you do not request the above information, TruGreen will continue to provide you, at the time of each pesticide application, specific information about the product(s) applied, as well as any pertinent post-application precautions as stated on the pesticide label. As always, you may contact us anytime at 1-800-TruGreen for information about the products we use.





Mills St

Spring St

Park St

Center St

Park St

1116

1111

1110  
1116

1126

1125

1120

1310

1138

1131

1208  
1206

1133

1204

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1304

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1303  
1305

1302

1301

1005

1314

1324

1332

1222

1310

918

**Signature:**

**Email:** [bepublicworks@blackearthwisconsin.com](mailto:bepublicworks@blackearthwisconsin.com)

**Signature:**

**Email:** [eltonsnellman@trugreenmail.com](mailto:eltonsnellman@trugreenmail.com)

**Signature:**

**Email:** [jeffreyschaefer@trugreenmail.com](mailto:jeffreyschaefer@trugreenmail.com)