



**CITY OF BROADVIEW HEIGHTS  
RESOLUTION NO. 2025-15**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND ARIS  
COMPANY FOR PORTABLE RESTROOM FACILITIES 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 Aris Company for portable restroom facilities in the City of Broadview Heights.

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 Aris Company for portable restroom facilities in the City of Broadview Heights as 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 27<sup>th</sup> day of January, 2025

Robert Boldt, President of Council

Samuel J. Alaj, 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](mailto:cityhall@broadview-heights.org)  
[www.broadview-heights.org](http://www.broadview-heights.org)

**Date:** January 21<sup>st</sup>, 2025

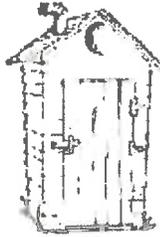
**To:** Samuel J. Alai, Mayor  
Members of Council

**From:** Amanda Hutcheson, Parks and Recreation Director

**Re:** **AGREEMENT WITH ARIS**

The Parks & Recreation Department is requesting Council's authorization of a contract with Aris with a rate of \$95 per unit. Two units will be positioned on the main campus for sports leagues and 4 units will be at the Fields.

The contract is attached.



**Aris Company**  
 P.O. Box 23097  
 Chagrin Falls, OH 44023  
 arisrentals.com  
 Phone: 330-562-8300  
 Fax: 330-562-8350

**Lessee Name: City of Broadview Heights**

**Billing Address: 9543 Broadview Rd Broadview Hts, OH 44147**

Aris Company hereby leases the above named customer portable restroom facilities and service at the rate(s) of **\$95.00**(std) per unit per 30 day billing cycle [plus tax where applicable (November thru March rentals will be subject to winterization charge)]. Fuel surcharge is applicable. Aris shall deliver property to lessee's at desired location and will furnish units with all necessary supplies & services. Lessee agrees not to remove the leased property from the location and shall not sublease said property. Lessee agrees to order sufficient service so as to not overtax designed tank capacity. Should a lessee-designated delivery or service location cause vehicle damage or towing necessity, the lessee is responsible for resulting charges & labor expense. Aris Company delivery persons reserve the right to change/refuse a delivery location which may cause damage to equipment, property, or persons. Aris is not responsible for any tip over units. Customers assume all liability with securing the unit.

**Damage Clause:**

The purpose of the damage waiver is to limit the liability for vandalism, theft and accidental damage to portable sanitation equipment at a monthly rate of \$10.00 per standard unit and \$16.00 per all other units as follows:

1. Protection against fire, theft or vandalism 24 hours a day, 7 days a week.
2. There is a deductible. You are protected against all damages over and above the \$150.00 deductible on standard units, and \$500.00 deductible on all other types of units. The replacement value of the rental unit varies by type.
3. If unit is stolen, you pay only the deductible. However, we ask that you provide us with a copy of the police report within 7 days of report.
4. Portable toilets are provided for the purpose of handling human waste only. Therefore, no refuse, hazardous waste or hazardous material shall be placed in a portable toilet. Aris is not licensed to handle hazardous waste and the facilities where we dispose of sewage will not accept it. Any substance other than human waste will be treated as hazardous. Lessee agrees to pay any cost to dispose of such waste.
5. This is an optional program. You or your insurance company can accept full responsibility for all damages by signing the decline portion of the form and returning it to us along with a copy of your insurance.

**Terms:**

Minimum two (2) billing cycle rental charge required per site. If lease is terminated prior to second or subsequent month's end, lessee will be charged per diem at a rate equal to the monthly rate. Delinquent accounts shall be charged a \$30.00 per month late fee each month until account is made current. Delinquent accounts in which service has been suspended will remain onsite & continue in billing until account is PAID IN FULL. If a credit card is on file, lessee authorizes to have any outstanding balance charged to said account if delinquent more than 30 days. Returned checks shall be charged a \$39.00 fee. Payment is due upon receipt of invoice. Rates/Fees are subject to change at any time. Deposits made on ANY rentals are NON REFUNDABLE! Lessee agrees to pay any legal fees resulting from collection on late invoices.

Please check the appropriate box and return to us:

I have read the above information and DECLINE the damage waiver and agree to pay for all damages, repairs and cost if any and all loss occurs.

I have read the above information and ACCEPT the damage waiver

Customer Name:

\* If you would like your credit card charged monthly please check  YES or  NO

Signature of person authorized to sign