



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-80**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND CLEARY
BROTHERS LANDSCAPING FOR LANDSCAPING SERVICES 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 Cleary Brothers Landscaping for landscaping services 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 Cleary Brothers Landscaping for landscaping services 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.

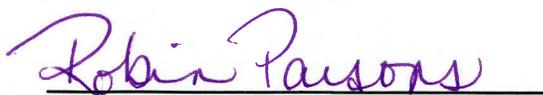
Passed and Adopted by the Council on this 12th day of May, 2025



Robert Boldt, President of Council


Samuel J. Alai, Mayor

May 12, 2025
Date


Attest: Robin Parsons, Clerk of Council

May 12, 2025
Date

Revised - Just updated Dates

AGREEMENT: CITY OF BROADVIEW HEIGHTS and CLEARY BROTHERS LANDSCAPING.

THIS AGREEMENT made and entered into at Broadview Heights, Ohio, this 12th day of May, 2025, by and between the City of Broadview Heights (hereinafter designated as the "CITY") and Cleary Brothers Landscaping, (hereinafter designated as the "CONTRACTOR").

WITNESSETH

WHEREAS, the Council of the City of Broadview Heights, pursuant to RESOLUTION 2025-xxx adopted on the 12th day of May 2025, authorized the Mayor to enter into a contract, for the following:

Landscaping Services per the attached pricelist and scope of services

WHEREAS, the CONTRACTOR has submitted his proposal therefore, which proposal is attached hereto and made a part hereof and marked as "Exhibit One";

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

(1) The CONTRACTOR will furnish the items above described to the CITY in accordance with its proposal and the specifications of the CITY.

(2) The CITY will pay the CONTRACTOR utilizing the price list as per attached Exhibit One, in full consideration of the pricing outlined in the proposal, therefor in the following manner: City will place calls to request services as needed. Invoices shall be submitted to the City's Finance Department no less than monthly, the City's payment terms are Net 30.

(3) That where labor and material is included as a part of the proposal, same shall be furnished in a good and workmanlike manner.

(4) The CONTRACTOR will provide a copy of a valid Workman's Compensation Certificate for the protection of all workmen and will further, furnish a certification liability and damage protection insurance naming the City of Broadview Heights as an "additional insured", with minimum coverage of \$1,000,000/\$2,000,000.

(5) Any manufactured or designed article furnished the CITY is hereby warranted by the CONTRACTOR to be free of defects in workmanship and material.

(6) The CONTRACTOR and the City mutually agree that due to the nature of cutting overgrown, nuisance grass, on properties that are not regularly maintained by the contractor, that any property damage arising due to unforeseen objects in the lawn areas whether it be to property or objects found within the grass such as sprinkler heads, dog toys, property markers, etc., is not the liability of the CONTRACTOR nor the CITY; Further the CITY authorizes the CONTRACTOR to enter any property or parcel it dispatches the

CONTRACTOR to and agrees to hold harmless and defend the CONTRACTOR from any claims arising from entry to the property for the purposes of the services requested by the CITY.

(7) CONTRACTOR agrees with the CITY that the materials, services, labor or items contracted for herein shall be delivered and/or completed from 5/12/2025 - 12/31/2025.

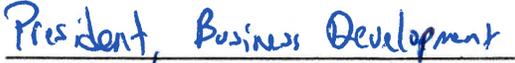
IN WITNESS WHEREOF, we have hereunto set our hands the year and day first above written.

City of Broadview Heights, Ohio

By 
Samuel J. Alai, Mayor

CONTRACTOR:

Signature – Cleary Brothers Landscaping

Print Name

Title

APPROVED AS TO FORM AND LEGALITY:



Vince Ruffa, Director of Law
City of Broadview Heights

I HEREBY CERTIFY THAT CITY COUNCIL HAS THE ABILITY TO PROVIDE THE NECESSARY FUNDS FOR THIS CONTRACT AND THAT THE SAME ARE AVAILABLE TO ME AS FISCAL OFFICER OF THE CITY OF BROADVIEW HEIGHTS.

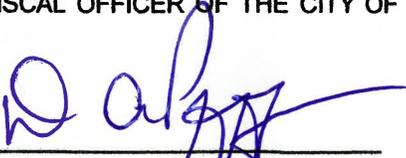

David Pfaff, Director of Finance

Exhibit One

Rob Cleary

President of Business Development, Cleary Bros. Landscaping

Cell: (216)-570-2431 --- *Personal H - Cleary*

Office: (216)-538-7492

Rob@theclearybros.com

Broadview Heights - Pricing Sheet		
Grass Height :	Pricing : (sqft)	Min. Service Charge W/Trip Charge
3"-5" (Lawn Mowers)	0.00394737 per sqft	\$95
6"-8" (Lawn Mowers)	0.00789474 per sqft	\$140
9"-12" (Lawn Mowers)	0.00986842 per sqft	\$160.00
13"-18" (Lawn Mowers)	0.0116129 per sqft	\$180.00
19"+ (Brush Hog)	\$150.00 per hour	\$650

ADDITIONAL PRICING:	
Trip Charge (BVH):	\$50.00 per service
Grass Collection Per CUBIC YARD (CY)	\$40.00 per CY

General Scope:

- All above pricing is to be "on call" for the proposed scope of work, location, and timeline to be completed.
- Service to be based off of grass height at the specified property or location of needed service.
- Each Grass height service is to include cutting of all reachable areas with a lawn mower or brush hog depending on the service, trimming areas unreachable by machines, and blowing debris off of all paved asphalt and concrete areas, sidewalks, driveways, and roadways.

Lawn Mower Service:

- Service to be priced using total square feet (sqft) times per sqft pricing plus the addition of the listed trip charge.

Brush hog Service:

- 19" plus mowing is scoped to be completed using skid steers (small tracked loaders) with brush-cutting attachments to complete this service. This service is solely based on mobilization (Trip Charge) and a 4-hour minimum service fee for completion of the job.
- Each additional hour past a time of 4-hours on the site it takes to complete the property will be billed in addition to the minimum service charge.

Trip Charge:

- This is in addition to the total service charge, this includes the mobilization of our equipment, employees, and other resources needed to provide a prompt and attentive completion of service.

Grass Collection:

- If the job includes bagging this will be an additional fee added to the initial service charge after the job is complete pending the total amount of Cubic Yards of debris collected for disposal.