



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-81**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND
TURFSCAPE 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 Turfscape 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 Turfscape 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

AGREEMENT: CITY OF BROADVIEW HEIGHTS and TURFSCAPE.

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 Turfscape, (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

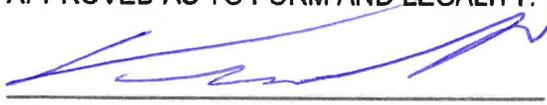
CONTRACTOR:

Fred Krause
Signature – Turfscape

Fred Krause
Print Name

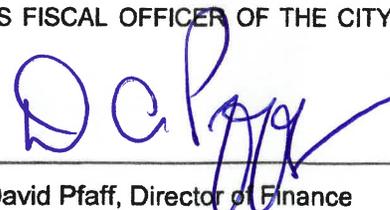
President
Title

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



8490 Tower Dr
Twinsburg, OH 44087
330-405-7979

Landscape Maintenance Agreement
City of Broadview Heights- Grass Mowing and Nuisance Abatement

Opp #: 77059

Date: 04/02/2025

Property Name
City of Broadview Heights

Property Address
9543 Broadview Road Broadview Heights, OH 44147

Fixed Price on Completion

DESCRIPTION OF SERVICES	Price (sqft)	Minimum
Mowing- 3"-5" (lawn mower)	0.0038	\$110
Mowing- 6"-8" (lawn mower)	0.006	\$125
Mowing- 9"-12" (lawn mower)	0.009	\$150
Mowing- 13"-18" (lawn mower)	0.015	\$175
Mowing- 19" + (Brush Hog)	\$115 per hour	Hourly Rate plus rental of \$100/day
Additional Services	\$55 per hour	
Subtotal	\$0.00	
Taxes	\$0.00	
Grand Total	\$0.00	

BILLING TERMS

1. Landscaping services with seasonal contract are billed in equal monthly installments (see contract for exact months)
2. If your contract indicates any additional service charges or any "per visit" charges, these will be billed once the services are completed (i.e. extra services).
3. Payments for services are due and payable within 30 days from date of the invoice. 1.5% per month interest charge will be applied to any unpaid balance after each 30-day period there is a balance pending, with a minimum charge of \$2.00. Any returned checks shall be subject to a minimum \$25.00 charge.
4. Accounts that are past due will not be serviced until the account is brought up-to-date. Customer understands and accepts the fact that delays in payments made to Turfscape may result in appropriate legal action being taken to collect monies owed to Turfscape. If legal action is taken, Customer will be responsible for payment of attorney fees.

TERMINATION

1. This contract may be terminated with or without cause by either party by giving thirty (30 day's notice, in writing. By terminating the contract, the customer agrees to forfeit any terms that offered multiple year or volume discounts. In the event of cancellation, monthly installment billing may not represent services rendered and the customer will be invoiced for all services rendered to date.

FEES AND SURCHARGES

1. Turfscape reserves the right to pass-through extraordinary costs when assessed by vendors in securing project resources. Typically, these costs relate to temporary fuel cost fluctuations that affect the manufacture or delivery of materials, supplies, and services. The customer will receive written notification of any type of increase in fees and surcharges prior to assessment of these extraordinary costs.