



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-76**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND
HERSHEY'S CREAMERY COMPANY FOR ICE CREAM CONCESSIONS 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 Hershey's Creamery Company for ice cream concessions 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 Hershey's Creamery Company for ice cream concessions 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

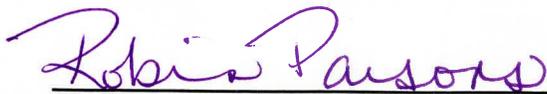


Robert Boldt, President of Council



Samuel J. Alai, Mayor

May 12, 2025
Date



Attest: Robin Parsons, Clerk of Council

May 12, 2025
Date

**City of Broadview Heights
Interoffice Memorandum**

To: Members of Council
From: David A. Pfaff, Finance Director
Date: April 29, 2025
Re: Hershey's Ice Cream Credit Application/Agreement

The Recreation Department would like to start buying from Hershey's Ice Cream. Hershey's is requiring a credit application that contains "Terms and Conditions". One of these conditions is that the person signing has the ability to bind the customer.

Under the City Charter, The Mayor shall execute on behalf of the City all contracts, conveyances and all other instruments to which the City is a party. The City Charter also states the Council shall have the power to authorized all contracts and make the necessary appropriations therefor. No contract shall be binding upon the City until it has been authorized or approved and the necessary money has been appropriated.

Therefore, I am requesting the authorization of Council for the City to sign the attached application/agreement. The money to purchase food items in the Recreation Department has already been appropriated.

Please let me know if you have any questions.

HERSHEY CREAMERY COMPANY
301 SOUTH CAMERON STREET
HARRISBURG, PA 17101



AR DEPT PHONE: 717-238-8134
AR DEPT EMAIL: creditapps@hersheyicecream.com
BRANCH PHONE:
BRANCH CONTACT:
BRANCH EMAIL:

APPLICATION FOR CREDIT ON A REGULAR BASIS

BRANCH: Medina

DATE: 4/25/25

APPLICANT'S INFORMATION

APPLICANT'S NAME: City of Broadview Heights
LEGAL BUSINESS NAME: City of Broadview Heights
TAX ID OR SS #: 34-6000339
DRIVER'S LICENSE STATE & NO: N/A
STREET ADDRESS: 9543 Broadview Road
CITY, STATE, ZIP CODE: Broadview Hts., OH 44147
PHONE NUMBER: 440-717-4019
CELL PHONE NUMBER: N/A
E-MAIL ADDRESS: Finance@broadview-heights.org for Accts Payable RMeyer@broadview-heights.org for Orders
FAX NUMBER: 440-526-3654
PAYMENT CONTACT PERSON: DiAijone Berry 440-717-4016

Preferred Statement Delivery Method

Email

Emailed statements highly recommended

Statement Address (Email or Mailing):

Finance@broadview-heights.org

BUSINESS INFORMATION

TYPE OF BUSINESS (CHECK ONE): Corporation Individual Partnership Non-Profit LLC OTHER

Year Incorporated: 1926

State: OH

GOVERNMENT

BUSINESS CLASSIFICATION: School Nursing Home College/University Hospital Retirement Center
(CHECK ONE) Assisted Living C-Store Grocery Parlor Buffet Restaurant
 Campground Tourist Attraction Prison Pool Other

If payment is to be issued from other than the above address list below

Name: _____
Street Address: _____
City, State Zip: _____
Phone Number: _____
Person to Contact: _____
Email Address: _____

Owner, Partners or Corporate Officer(s)

Name: Samuel Alai

Title: Mayor

Street Address: _____
City, State Zip: _____
Phone Number: _____
Email Address: _____

If more space is needed, add additional sheets

Is Account location RENTED or OWNED by applicant? (CHECK ONE) Rented Owned *If owned, how long 29 yrs

If rented please list name, address, phone number of landlord below:

Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Email Address: kreohard@sbcglobal.net

How long has this location been in business? 99 years
How long has this location been under current ownership? N/A - Local government
If less than 3 years, other affiliated businesses _____
Have you ever been a Hershey's Ice Cream Customer before? No
If yes, name/date of customer business: _____

PAYMENT TERMS REQUESTED: Net 7 Net 14 Net 30
CREDIT LIMIT REQUESTED: \$1000

BANK REFERENCES

NAME OF BANK: Huntington National Bank
STREET ADDRESS: 9220 Broadview Road
CITY, STATE, ZIP: Broadview Hts, OH 44147
PHONE NUMBER: 216-515-0060
BANK ACCT NUMBER: 01662126583
(from which you will make payments)

TRADE REFERENCES

PLEASE PROVIDE AN EMAIL ADDRESS FOR EACH

TRADE REFERENCE #1

Name: Kredo Hardware
Street Address: 7907 Broadview Rd
City, State Zip: Broadview Hts, OH 44147
Account Number: 400120
Phone Number: 216-926-8271
Email Address: kredohard@sbcglobal.net

TRADE REFERENCE #2

Name: Zimmer Fitness Repair
Street Address: 9804 Woodhurst Drive
City, State Zip: Strongsville, OH 44149
Account Number: None
Phone Number: 330-241-5593
Email address: zimmerfitnessrepair@gmail.com

TRADE REFERENCE #3

Name: Kayline Company
Street Address: 3303 Lakeside Ave E
City, State Zip: Cleveland, OH 44114
Account Number: 13454-S
Phone Number: 800-426-5820
Email Address: michelle@kaylinecompany.com

TERMS AND CONDITIONS

The following statements and representations are made for purpose of procuring commercial credit from Hershey Creamery Company (The Creditor).

In the event of default, and if this account is turned over to an agency and/or attorney for collection, the customer agrees to pay all reasonable fees and/or costs of collection whether or not suit is filed.

Applicant is obligated to notify Hershey Creamery Company within 30 days of any change in ownership, whether in the name of the entity or in the business structure of the business.

All amounts of purchases from Hershey Creamery Company are due per credit terms granted by Hershey Creamery Company. COD restrictions may be placed on any past due account. I (We) agree to pay account promptly within terms granted.

The credit terms provided by Hershey Creamery Company are in its sole discretion and can be terminated at any time by Hershey Creamery Company; if any time Hershey Creamery Company reasonably determines that buyer's financial condition does not justify the continuation of seller's performance, seller at its sole discretion, may require full or partial payment in advance for the contracted goods from buyer; declare the total amount owed by buyer immediately due and payable; or without any notice, suspend or terminate any performance without protest or penalty from applicant, including canceling unfulfilled orders.

The person executing this agreement has authority to bind the customer and is authorized to enter the terms and conditions set forth in this credit agreement.

The applicant certifies under the penalty of perjury that the statements contained in the application are true and correct. Applicant understands the Hershey Creamery Company intends to rely on all the information presented in this application is determining its credit worthiness.

If any check given to Hershey Creamery Company by customer or other person on customer's behalf is returned uncollected by a bank for any reason, Customer agrees to pay a returned check charge of \$30.00. The amount of this fee can be changed by Hershey Creamery Company at its discretion as needed without notification.

*** SIGNED PURCHASE ORDER NUMBER REQUIRED ON ALL PURCHASES ***

In connection with my credit application, I hereby authorize Hershey Creamery Company, or its agents, to contact any trade reference or credit reporting agencies. I authorize and request any of the firms or persons contacted to provide all information concerning me and I hereby release said firms, institutions, and their agents and employees from all liability and responsibility associated with the release of this information.

Hershey Creamery Company agrees to restrict the use of this information to the elevation of my application.

I am willing and request that a photocopy of this authorization be accepted with the same authority as the original.

APPLICANT'S SIGNATURE: _____



*WHEN COMPLETED, PLEASE RETURN TO YOUR SALES REPRESENTATIVE