

AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: February 26, 2026
RE: Holiday Decorations Contract

For the Agenda of March 2, 2026

Background. The City's current contract for holiday decoration services expires this year and Parks and Recreation Director Joy Simmer is recommending a 2-year extension of our current contract with Hometown Decorations and Display, LLC for the continuance of their services (*see att'd memo*).

The DDA reimburses the City for a major portion of the costs for holiday decoration services as the preponderance of the decorations are installed within the DDA District. The proposed contract was reviewed and approved by the DDA at their February 12th meeting.

The City Commission is asked to approve the contract extension (*att'd*) and designate Hometown Decoration & Display, LLC as the vendor to complete the work and authorize the City Treasurer to make any and all budget amendments needed.

Issues & Questions Specified. Should the City Commission approve the contract extension with Hometown Decoration & Display, LLC to provide holiday decoration services for the City and authorize any needed budget amendments?

Alternatives.

1. Approve the contract extension and award the work to Hometown Decoration & Display, LLC.
2. Do not approve the contract extension and direct the solicitation of new bids.
3. Defer/delay decision of this matter to a future meeting date pending further consideration and discussion.

Financial Impact. The annual cost of the contract is approximately \$9,200 for the contract. The DDA reimburses the City for a major portion of these costs as the preponderance of the decorations are installed within the DDA District. Recommended approval is for a NTE \$10,000 per year cost.

Recommendation. I recommend that the City Commission approve the 2-year contract extension with Hometown Decoration & Display, LLC in an amount not to exceed \$10,000 per year, by adoption of Resolution 2026-010 (*att'd*).

Attachments.

1. Memo – Parks and Recreation Director Joy Simmer.
2. Contract Extension – 2026 and 2027.
3. Resolution 2026-010.

Memo

To: Jeremy Howard
CC: Clare City Commission and the Clare DDA
From: Joy Simmer
Date: February 23, 2026
Re: Holiday Light Contract

Holiday Light Contract

We have used Hometown Decoration and Display for several years and I am requesting that we continue with their contract. This contract was reviewed and approved by the DDA during their February 12, 2026 meeting. The renewed contract will run for the 2026/27 holiday seasons. After that timeframe we will revisit our holiday decoration and lighting needs. The contract has increase \$2 per decoration with the total increase from the last contract being \$288.00. I have attached their new contract. Let me know if you have any questions.



Director, Clare Parks and Recreation

AGREEMENT

This agreement was made this 22nd day of J a n u a r y 2026, between Hometown Decoration and Display, LLC, of Hudsonville, Michigan, hereinafter called "lessor," and the City of Clare, called "lessee."

WITNESSETH:

Whereas the lessor has offered to provide and furnish Holiday Decorations, display equipment, and material to the lessee under the terms, conditions, and provisions hereinafter set forth, and, whereas the lessee is desirous of accepting and accepts the offer of the lessor to provide and furnish said Holiday Decorations, display equipment, and materials under said terms, conditions, and provisions.

Now therefore, the parties in consideration of the promises, and the promises of each to the other mutually made and accepted, covenant and agree:

1. Lessor agrees to furnish and provide Holiday Decorations, display equipment, and materials of the type hereinafter specified to the lessee during the winter holiday seasons of 2026 and 2027, and to install the same in a workman-like manner.

2. The decoration, display equipment, and materials that shall be furnished by the lessor for the use and benefit of the lessee for the 2026 holiday season shall consist of the components:

129 Lighted Holiday Decorations	@	\$67.00 each	=	\$8,643.00
15 Lighted Wreaths	@	\$37.00 each	=	\$555.00
		Total	=	\$9,198.00

3. Lessor shall complete the work to be performed by it so the decorations leased by it shall be ready for lighting according to the following schedule:
 - (A) Decorations to be installed in designated areas ready for lighting by November 30th in each year during the existence of the contract.
 - (B) Lessor shall remove decorations as soon as practicable after December 31, 2026, And December 31st of each subsequent year during the existence of the contract.
4. Lessor shall complete the plugging in of all decorations which require lighting and shall furnish connecting facilities required so said decorations may be plugged in for lighting.
5. Lessee agrees and undertakes to arrange to procure and secure such authorization as required in from any governmental unit; or agency of public authority to carry out its scheme for Holiday Decorations.
6. All damage to said decorations, equipment, and materials or any part thereof, shall be the responsibility of the lessor provided, however, that the lessee shall use reasonable care to prevent such damage.
7. Special Provisions:
8. Lessee agrees to furnish appropriate functional power outlets on all streetscape and/or light poles to be decorated.
9. Lessor shall maintain such insurance as will protect the lessee against any claims under the workers' compensation act and from claims for damage and because of bodily injury, including death, in the amount of not less than \$500,000. for each person and \$500,000. for each accident and for claims or property damage in an amount not less than \$500,000. for any person and \$500,000. for each accident.
10. The lessee agrees to pay the lessor for its services and the use of the materials designated in paragraph 2 hereof, \$9,198.00, which shall be paid to the lessor at 2645 24th Ave., Hudsonville, Michigan 49426 by the 10th day of December of the year to which such payment is attributable. Said sum shall include the installation by lessor of such decoration and removal of the decorations. If the lessee is on a rotation basis, decorations for the Holiday seasons of the year 2027 and 2028 will be of different types of the kind than those leased to the lessee for the Holiday season of the year

2026. But the decorations, materials, and supplies furnished shall, except for the wrapping of poles, be such as within a retail cost of \$250.00 to \$500.00 per unit. If you are on a rotation schedule and/or you have a three-year contract, the price for the decorations and services for the Holiday seasons 2027 and 2028, shall be the same as that for the year 2026, provided, however, that if an additional or more expensive type of decoration is required, the said price shall be increased in an amount to be negotiated by the parties. If a use of sales tax should be imposed by Michigan upon the lessor from its undertaking, the lessee is to reimburse the lessor in payments otherwise required by the terms hereof, within thirty (30) days after demand by the lessor.

11. This agreement shall be signed by October 31 of the year for which the Holiday decorations are provided. If not signed, Lessor may not be able to provide the Holiday decorations for that year.
12. If Lessor cannot perform its obligations under the terms of this Agreement because of acts of God, equipment failure, vehicle failure or damage, inclement weather, or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable to the other for any damages resulting from such failure to perform or otherwise from such causes. Lessor shall notify each other as soon as reasonably possible following an event described in this subsection.
10. This agreement shall be executed in two (2) counterparts, each of which is deemed to be, for all purposes, an original copy hereof.
11. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and Legal representatives of the parties.

In witness whereof, the parties have caused the execution hereof by their duly authorized officers this 22nd day of January 2026.

Lessor

Hometown Decoration and Display, LLC

By: _____

Wendy Braun, President

Lessee

City of Clare

By: _____

President/Mayor/Director

Attest:

Secretary/Clerk

RESOLUTION 2026-010

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE CONTRACT EXTENSION AND 2-YEAR AGREEMENT FOR HOLIDAY DECORATIONS WITH HOMETOWN DECORATION & DISPLAY, LLC.

WHEREAS, the contractual agreement for holiday decoration services is expiring; and

WHEREAS, the city has been very happy with Hometown Decoration & Display LLC work under the current contract; and

WHEREAS, the City Staff has reviewed said contract extension and determined that it meets specifications and requirements; and

WHEREAS, the City of Clare has previously enjoyed a contractual agreement with Hometown Decoration & Display, LLC for providing, installing, and removing public Christmas decorations within the City; and

WHEREAS, the City Staff has recommended that the City Commission approve the 2-year contract extension with Hometown Decoration & Display, LLC; and

WHEREAS, Hometown Decoration & Display, LLC has offered to renew said contract for the 2026 and 2027 seasons at a cost of \$9,198 per year; and

WHEREAS, the Clare Downtown Development Authority (DDA) reimburses the City for all Christmas decorations installed within the designated district of the DDA, and has recommended approval of said contractual agreement at its February 12, 2026 meeting.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Clare hereby approves a two-year contract extension with Hometown Decoration & Display, LLC, the provisions, terms and conditions of said contractual agreement as outlined therein, in an amount not to exceed \$10,000.

BE IT FURTHER RESOLVED THAT, the City Commission of the City of Clare authorizes the Treasurer/Finance Director to apply any and all necessary budget amendments as needed.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

**The Resolution was introduced by Commissioner _____ and supported by Commissioner _____.
The Resolution declared adopted by the following roll call vote:**

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 2nd day of March 2026.

Diane M. Lyon, City Clerk