

AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: September 15, 2022
RE: Holiday Decorations Bid

For the Agenda of September 19, 2022

Background. The City's contract for holiday decoration services expired at the end of 2021, so staff solicited bids for the continuance of these services. The City received only one bid in the amount of \$8,433 which was submitted by Hometown Decoration & Display, LLC (*see copy of att'd bid 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 by the DDA at their September 8th meeting. The DDA desires to improve the holiday decoration display this year, thus they have made a recommendation for the approval of the contract in an amount not to exceed \$10K.

Hometown Decoration & Display, LLC is well-known to the City as they have previously performed this service for us and consequently, the City Staff offers its recommendation to award the holiday decorating services contract to Hometown Decoration & Display, LLC.

The City Commission is asked to approve the bid and designate Hometown Decoration & Display, LLC as the vendor to complete this work and authorize the City Treasurer to make any and all budget amendments needed.

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

Alternatives.

1. Approve the bid and award the work to Hometown Decoration & Display, LLC.
2. 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 \$8,433 for the proposed contract which is a slight increase from the previous year (8,150). The DDA reimburses the City for a major portion of these costs as the preponderance of the decorations are installed within the DDA District. These majority of this cost is included in the approved 2022/2023 budget and DDA budget has adequate funds to support the slight increase in cost for the up to \$10,000 cost.

Recommendation. I recommend that the City Commission approve the bid and award the holiday decoration services contract to Hometown Decoration & Display, LLC in an amount not to exceed \$10K by adoption of Resolution 2022-086 (*copy att'd*).

Attachments.

1. Bid Memo.
2. Resolution 2022-086.

Memo

To: Jeremy Howard
CC: Clare City Commission and the Clare DDA
From: Joy Simmer
Date: August 22, 2022
Re: Holiday Light Bids

Holiday Light Contract

Sealed bids were accepted up until 11 a.m. on August 22, 2022 for a Holiday Light Service for the City of Clare. The bid packet went out for public notice, but only one bid came back for the contract.

Hometown Decoration & Display is the only bid that we received and it was for \$8,433.00. This is a company that we have been using for several years and since they are the only submission, we are asking the DDA and Clare City Commission to approve us to move forward with a service contract with Hometown Decoration & Display.

Their bid information is attached. Let me know if you have any questions.



Director, Clare Parks and Recreation



Director, Clare DPW

Hometown Decoration and Display, LLC

2645 24th Ave.

Hudsonville, MI 49426

(616)485-8446

E-mail: wendbraun@gmail.com

August 2, 2022

RE: 2022-2023 Holiday Decorating Contract Proposal

Please find enclosed 2 copies of the new contract proposed for the 2022 and 2023 Winter Holiday Decorating Seasons. Upon approval, please sign both copies and **return one** to our office at the above address or email address and **keep one** copy for your files.

If you have any questions, please do not hesitate to contact our office at the above number or email.

Sincerely,

Wendy Braun

AGREEMENT

This agreement made and entered into this 2nd day of August 2022, by and between Hometown Decoration and Display, LLC, of Hudsonville, Michigan hereinafter for brevity sometimes called "lessor" and the City of Clare hereinafter for brevity sometimes called "lessee"

WITNESSETH:

Whereas, lessor has offered to provide and furnish Holiday Decorations, display equipment and material to lessee pursuant to the terms, conditions and provisions hereinafter set forth, and, whereas, lessee is desirous of accepting and does accept the offer of lessor to provide and furnish said Holiday Decorations, display equipment and materials in accordance with said terms, conditions and provisions.

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

1. Lessor agrees to furnish and provide Holiday Decorations, display equipment and materials of the type hereinafter specified to lessee during the winter holiday seasons of 2022 and 2023, and to install the same in a workman like manner.
2. The decoration, display equipment and materials which shall be furnished by lessor for the use and benefit of lessee for the 2022 holiday season shall consist of components as follows:

126 Decorations	@	\$63.00	each	=	\$7,938.00
15 Lighted Bows with Pole Wrap	@	\$33.00	each	=	\$495.00
			Total	=	\$8,433.00
3. Lessor shall complete the work to be performed by it so that the decorations leased by it shall be ready for lighting in accordance with the following schedule:
 - (A) Decorations to be installed in designated areas ready for lighting by November 30th in each year during existence of the contract.
 - (B) Lessor shall remove decorations as soon as practicable after December 31, 2022 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 in order that said decorations may be plugged in for lighting.
5. Lessee agrees and undertakes to make all arrangements to procure and secure such authorization as might be required in from any governmental unit; 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. Lessor shall maintain such insurance as will protect lessee against any claims under 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.
9. The lessee agrees to pay lessor for its services and the use of the materials designated at paragraph 2 hereof, the sum of **\$8,433.00** which shall be paid to lessor at 2645 24th Ave., Hudsonville, Michigan 49426 on or before 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, necessary service calls and removal of said decorations. The decorations, materials and supplies furnished shall, with the exception of the wrapping of poles, be such as are within a retail cost of \$250.00 to \$500.00 per unit. If you have a two year contract, the price for said decorations and services for the Holiday season 2023 shall be the same as that for the year 2022, provided, however, that if an additional or more expensive type of decoration is required, said price shall be increased in an amount to be negotiated by the parties hereto. In the event that a use of sales tax should be imposed by the state of Michigan upon lessor by reason if its undertaking as set forth herein, the lessee to reimburse lessor in payments otherwise required by the terms hereof, within thirty (30) days after demand by lessor.
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 hereto.

In witness whereof, the parties hereto have caused the execution hereof by their duly authorized officers this 2nd day of August 2022.

Lessor

Hometown Decoration and Display, LLC

By Wendy Braun

Wendy Braun, President

Lessee

City of Clare

By _____

President/Mayor/Director

Attest:

Secretary/Clerk

Section 3: Scope of Work

CITY OF CLARE - ATTACHMENT A

LEGAL STATUS OF OFFEROR

(The Offeror shall fill out the provision and strike out the remaining ones.)

The Offeror is:

- A corporation organized and ~~doing~~ business under the laws of the State of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to ~~execute~~ contracts on behalf of Offeror.*

*If not incorporated in Michigan, please attach the corporations' Certificate of Authority.

- A limited liability company doing business under the laws of the State of Michigan whom Wendy Braun bearing the title of Owner/President whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Offeror has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Wendy Braun Date: 08/02/2022
Signature

(Print) Name: Wendy Braun Title: Owner/President

Firm: Hometown Decoration and Display, LLC

Address: 21645 24th Ave. Hudsonville, MI 49426

Contact Phone: 616-485-8446 Fax: _____

E-mail: wendbraun@gmail.com

Contractors Proposal Form

Bidder's Signature: Wendy Braun
Contractor's Name: Wendy Braun
Business Name: Hometown Decoration and Display LLC
Address: 2645 24th Ave; Hudsonville, MI 49426
Michigan Contractor's
License Number: EIN: 46-3998290
Telephone Number: 616-485-8446
E-Mail Address: Wendbraun@gmail.com

The City of Clare reserves the right to accept or reject any or all proposals.

RESOLUTION 2022-086

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE BID AND THE CONTRACTUAL AGREEMENT FOR HOLIDAY DECORATIONS WITH HOMETOWN DECORATION & DISPLAY, LLC.

WHEREAS, the contractual agreement for holiday decoration services has expired; and

WHEREAS, the City solicited bids for said services: and

WHEREAS, Hometown Decoration & Display LLC submitted the sole bid received; and

WHEREAS, the City Staff has reviewed said bid and determined that the bid received meets bid 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 bid and award a services contract to the bid offered by Hometown Decoration & Display, LLC.

WHEREAS, Hometown Decoration & Display, LLC has offered to renew said contract for the 2022 and 2023 seasons at a cost of \$8,433 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 the DDA desires to improve the display within the district and has recommended approval of said contractual agreement for an amount not to exceed \$10,000; and

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Clare hereby approves a two-year contract 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 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 19th day of September 2022.

Diane Lyon, City Clerk