

RESOLUTION NO. 65-03  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER C. Mark Kingseed ON THE  
17<sup>th</sup> DAY OF November, 2003.

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO AN AGREEMENT WITH HOMESTEAD DECOR, INC. FOR SERVICES CONNECTED WITH HOLIDAY LIGHTING FOR THE CITY OF CENTERVILLE.

WHEREAS, In order to enhance the City of Centerville with lighting during the Holiday Season, the City Manager has negotiated an Agreement with Homestead Decor, Inc. for said services, and

WHEREAS, So that installation can begin in a timely manner, an Agreement has been executed between the City of Centerville and Homestead Decor, Inc.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the action taken by the City Manager to execute an Agreement between the City of Centerville and Homestead Decor, Inc. for Holiday lighting services, be and is hereby ratified in the amount of \$29,998.00, a copy of said Agreement which is attached hereto and incorporated herein, marked as Exhibit "A".

Section 2. That this Resolution shall become effective immediately upon passage.

PASSED this 17<sup>th</sup> day of November, 2003.

Sally D. Bickel  
Mayor of the City of Centerville, Ohio

ATTEST:

Marie J. McLaughlin  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 65-03, passed by the Council of the City of Centerville, Ohio, on the 17<sup>th</sup> day of November, 2003.

Marie J. McLaughlin  
Clerk of Council

Approved as to form, consistency  
with existing Ordinances, the Charter  
and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney



EACH OFFICE INDEPENDENTLY OWNED AND OPERATED

RENT / LEASE AGREEMENT #

DATE 10-23-03

This agreement entered into by and between Homestead Décor, Inc. (herein after "Installer") and The City of Centerville (herein after "Customer") Witnessed that the parties hereto do mutually agree as follows:

ARTICLE I. TERM OF AGREEMENT

The term of this agreement schedule, with respect to each item of installation listed herein or per Attachment A.

Season 1 2003 / 10 / 17 Season 2 2004 / 10 / 17 Season 3 2005 / 10 / 17  
Yr. Mo. Date Yr. Mo. Date Yr. Mo. Date

Install, Maintain, Remove, and Store,

Is for a term of 3 Christmas seasons. Commencing 10 / 17 / 2003 Ending January 2006

ARTICLE II. STATEMENT OF WORK

Installer shall install, maintain, remove and then store decorations and/or lights for customer listed above. Items and decorations to be installed are those approved on Attachment "A". Location of installation (Address)

Street

City

State

Per Layout of Display Map: Attachment "B"

Installation shall be started no earlier than October 15<sup>th</sup> and be completed no later than November 21<sup>st</sup>. Garland and bows will be installed after November 12<sup>th</sup>.

Lights will be unplugged prior to removal as follows: City Hall by January 10<sup>th</sup>, AP District and Gazebos by January 17<sup>th</sup>. All garland and bows will be removed in all areas by January 31<sup>st</sup>. Light removal shall be started after January 9<sup>th</sup> and be completed no later than February 28<sup>th</sup>. Installer shall not be liable for delays of installation or removal caused by weather or acts of God.

ARTICLE III. PAYMENTS

- A. Customer shall pay to installer for the performance of this agreement a sum of \$ 29,998.00 the first year which shall constitute total compensation to installer, except as noted in the accompanying documents. Storage charges are included in bid prices, unless otherwise stated. No refunds apply.
- B. Customer shall pay to installer for the performance of this agreement a sum of \$ 29,998.00 the second year which shall constitute total compensation to installer, except as noted in the accompanying documents. Storage charges are included in bid prices, unless otherwise stated. No refunds apply.
- C. Customer shall pay to installer for the performance of this agreement a sum of \$ 29,998.00 the third year which shall constitute total compensation to installer, except as noted in the accompanying documents. Storage charges are included in bid prices, unless otherwise stated. No refunds apply.

PAYMENTS SHALL BE MADE AS FOLLOWS:

50% (1/2) \$ 14,999.00 (Total money due each year) DUE ON OCTOBER 1<sup>ST</sup> PRIOR TO INSTALLATION EACH YEAR

25 % (1/4) \$ 7,499.50 (Total money due each year) DUE WITHIN 10 DAYS IMMEDIATELY FOLLOWING INSTALLATION EACH YEAR

25 % (1/4) \$ 7,499.50 (Total money due each year) DUE WITHIN 10 DAYS IMMEDIATELY FOLLOWING TAKEDOWN EACH YEAR

NOTICE: CONFIRMATION OF INSTALLATION- Name of person or persons that are authorizing to accept installation as completed A. ROBERT A. JAMES Title PN DIRECTOR  
B. \_\_\_\_\_ Title \_\_\_\_\_

ARTICLE IV. WARRANTY

Installer warrants that all work shall be performed in a workmanlike manner. This warranty shall remain in force for the term of this agreement. **There are no verbal warranties, expressed or implied.** Installer makes no warranties of the condition of the decorations resulting from normal wear and tear. However, it is the installer's practice to replace all C-9 bulbs annually and replace garland or mini-lights as needed.

ARTICLE V. INSURANCE

Installer shall obtain a policy of insurance insuring the installer and customer against liability for loss suffered by third parties with respect to the installation in the amount of \$500,000.00. If customer wishes to have any additional parties added to installer's Certificate of Insurance, there will be an added charge. The added charge is based on our insurance company's rate at the time of the request. Any and all other insurance required by the customer shall be the customer's responsibility and expense. Customer will be responsible for all acts of vandalism.

ARTICLE VI. SITE PREPARATION AND PLOT PLAN

The location specifics for the installation shall be furnished by the customer and must be first approved by the installer's Foreman as the feasibility for such installations. Customer is responsible for bringing the appropriate power source to the point of installation. Further, customer is responsible for securing any permission and permits necessary for proper installation from owners, lessees, lessors, city, state or other governmental authority. Installer is given permission to install decoration, lights or hardware items included but not limited to face plates, cable, anchor plates, clips, guy wires etc. Hardware items must be left in place between seasons unless otherwise indicated here:

\*

(Extra charge will apply to all items with a \*)

ARTICLE VII. SUBCONTRACTORS AND ASSIGNMENTS

Installer has the option to assign all or part of its rights and obligations under the terms of this agreement. Any such assignment shall not relieve customer of its duty of performance under any of the terms or conditions of this agreement. Installer is obligated to see that all conditions are fulfilled.

ARTICLE VIII. CONFLICT OF APPLICABLE LAW

*consent shall not be unreasonably withheld. GSH 10-23-03 X*

If any paragraph or provision of this agreement is declared contrary to public policy or unenforceable in law or equity, then in that event, that portion shall be deleted from this agreement, and the remaining portions shall remain in full force and effect.

ARTICLE IX. DEFAULT

In the event of a default in the payment of any sums due hereunder, or in the performance of any other covenant herein, and if customer fails to cure said default within three (3) days after written notice from installer, or if customer becomes insolvent, or ceases to do business as a going concern, or makes an assignment for the benefit of creditors or any proceeding or petition under the Bankruptcy Act as amended is filed by or against customer, (including proceeding for reorganization, arrangement, or extension) then in such, installer at its sole option, shall have the right to terminate this agreement as to any and all items of installation and installer shall thereupon be entitled to recover from customer the excess, if any, of the amount of payments reserved in the agreement for the balance of the stated term.

ARTICLE X. SERVICE CALL

There will be no charge for service calls for installation-related problems. There will be no charge for our normal bi-weekly (two times per month) service calls for up to the initial three months from the date of the seasonal installation. All bulb or light replacements are free during the three-month season. Any additional calls for service other than those covered above will be billed out at our standard hourly rate of **\$ 57.38** for two workers and a truck with a one-hour minimum. Any extended installations requiring service will be calculated on an individual basis, plus bulb replacement. Once our office is notified of any service related issues, we will respond within 24 hours and have the issues resolved within 48 hours.

**ARTICLE XI. SAFETY CONSIDERATIONS**

All safety issues will be taken into consideration for the safety of the traveling public as well as those who will be working on this project. We will maintain adequate lights, signs and barricades to insure the safety of the traveling public during the progress of work and same will be maintained until completion of work. Placement shall comply with the Ohio Manual of Uniform Control Devices. All personnel working along roadsides will wear a reflective safety vest.

**ARTICLE XII.**

All materials, supplies, decorations and lights will be owned by the installer. The installer or customer has the right to accept or reject an extension of this agreement at the end of this agreement upon newly agreed-on terms and conditions.

**ARTICLE XIII.**

Cancellation fee for any part of this agreement will be for 50% of the balance of the value of the cancelled contract and due and payable within 30 days of cancellation.

**ARTICLE XIV. ADDITIONAL ITEMS**

See Holiday and Event Lease Program, attached.

EXECUTED THIS AGREEMENT ON DATE SET FORTH BY THEIR SIGNATURES BELOW:

Installation Company:

Customer:

DATE: 10-23-03

**Homestead Décor, Inc. / Christmas Decor**

2245 South County Road 25-A

Troy, OH 45373

By: Kathryn L Johnson

Title: Sales Manager

10-23-03

By: [Signature]

Title: CITY MGR.

10-23-03