

RESOLUTION NO. 2019-57

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL OF, AND ENTER INTO AN AGREEMENT WITH, FRESCH ELECTRIC, INC. FOR LABOR AND MATERIALS FOR THE INSTALLATION OF NEW HOLOPHANE POLES AND FIXTURES AT THE HURON BOAT BASIN AMPHITHEATER.

WHEREAS, Huron City Council desires to install new, energy efficient Holophane poles and fixtures at the Huron Boat Basin Amphitheater; and

WHEREAS, the City Manager has received a proposal from Fresch Electric, Inc. to perform the work in an amount not to exceed \$29,489.00, a copy of which is attached hereto as Exhibit A.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO, THAT:

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal of, and enter into an agreement with, Fresch Electric, Inc. to perform the scope of work set forth in the proposal, in an amount not to exceed Twenty-Nine Thousand Four Hundred Eighty-Nine and 00/100 (\$29,489.00), which agreement shall be substantially in the form of the agreement attached hereto and incorporated herein as Exhibit B.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: That this Resolution shall be in full force and effect from and immediately after its adoption.



Trey Hardy, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 08 OCT 2019

EXHIBIT A

FRESCH ELECTRIC, INC.
1414 Milan Rd.
Sandusky Ohio 44870
(419) 626-2535

**City of Huron Parks & Recreation
Huron, Ohio 44839**

September 17, 2019

Job: Amphitheatre Pole lights

Attn: Doug Steinwart

Replace eight poles and lights with new Holophane poles and fixtures per walkthrough

Poles and fixtures	\$23549
Wiring and receptacles	\$480
Labor	\$4760
Equipment	\$700
Total	\$29489

Thank you,

Mike Sheppard

**Cell 419-656-4522
Office 419-626-2535**

EXHIBIT B

AGREEMENT FOR SERVICES

THIS AGREEMENT is made between the **CITY OF HURON, OHIO [City]**, and **FRESCH ELECTRIC, INC. [Company]** for the purpose of providing the materials and labor necessary to install new Holophane poles and fixtures at the Huron Boat Basin Amphitheater.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work: Company agrees to provide the materials and labor necessary to install eight (8) new Holophane poles and fixtures at the Huron Boat Basin Amphitheater as set forth in the Proposal attached hereto as Exhibit A.

Company shall at all times comply with the Ohio Revised Code, Huron Codified Ordinances and safety and health requirements of the Occupational Health and Safety Administration.

Company shall submit a completed Regional Income Tax Registration Form (Exhibit B) to the City at the time of execution of this Agreement.

2. Term: This Agreement shall be in effect until the work set forth in the Proposal attached hereto as Exhibit A is completed to the satisfaction of the City.

Services provided under this Agreement shall be conducted in accordance with the schedule attached as Exhibit A to this Agreement. Any additions or deletions shall be documented in writing and served on the opposing party to this Agreement. No payment shall be rendered for services not in accordance with Exhibit A or any mutually agreed upon addendum.

This Agreement shall be terminated at any time upon thirty (30) days written notice. Upon termination, compensation under this Agreement shall be only that which is owed for labor

and materials provided. The City shall not be liable for payment for any services not received as of termination.

3. Cost: The total amount of the contract shall not exceed Twenty-Nine Thousand Four Hundred Eighty-Nine Dollars (\$29,489.00). Company agrees to submit to the City a detailed invoice of services provided. All invoices shall be paid by the City within thirty (30) days of receipt.

4. Insurance and Indemnification: Company shall hold the City harmless from any and all claims for damages actions or causes of actions arising from the services contracted for in this Agreement or claimed to have arisen from the services contracted for in this Agreement, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Company shall secure commercial general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an insured and shall provide a copy to the City prior to commencing work.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

INTENDING TO BE LEGALLY BOUND, the parties have set their hands and seals as of the dates set forth below.

CITY OF HURON, OHIO

FRESCH ELECTRIC, INC.

Andrew D. White, City Manager

Mike Sheppard, President

Date: _____

Date: _____

APPROVED AS TO FORM:

Aimee W. Lane, Law Director

CERTIFICATION BY FISCAL OFFICER

I, as the Finance Director for the City of Huron, Ohio, certify that the money required for the within Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

Cory Swaisgood, Finance Director

EXHIBIT A

**FRESCH ELECTRIC, INC.
1414 Milan Rd.
Sandusky Ohio 44870
(419) 626-2535**

**City of Huron Parks & Recreation
Huron, Ohio 44839**

September 17, 2019

Job: Amphitheatre Pole lights

Attn: Doug Steinwart

Replace eight poles and lights with new Holophane poles and fixtures per walkthrough

Poles and fixtures	\$23549
Wiring and receptacles	\$480
Labor	\$4760
Equipment	\$700
Total	\$29489

Thank you,

Mike Sheppard

**Cell 419-656-4522
Office 419-626-2535**

EXHIBIT B
R.I.T.A. FORM



www.ritaohio.com

BUSINESS REGISTRATION FORM 48

MUNICIPALITY _____

FEDERAL IDENTIFICATION NUMBER _____

SOCIAL SECURITY NUMBER (COMPLETE ONLY IF A SOLE PROPRIETOR) _____

FILING STATUS: CORPORATION ESTATE/TRUST LLC NON-PROFIT PARTNERSHIP S-CORP. SOLE PROPRIETOR

RITA LOCATION NAME AND ADDRESS AS USED FOR BUSINESS PURPOSES
BUSINESS NAME: _____ PHONE: (_____) _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

IF CORPORATE SUBSIDIARY, GIVE NAME AND ADDRESS OF PARENT COMPANY MAIN OFFICE
BUSINESS NAME: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

IF SOLE PROPRIETORSHIP, GIVE OWNER'S NAME AND HOME ADDRESS
NAME: _____ PHONE: (_____) _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

WHAT DATE DID YOU BEGIN OPERATIONS IN A RITA MUNICIPALITY? _____

PLEASE LIST THE COMPANY NAICS CODE OR CHECK THE BOX THAT BEST DESCRIBES THE COMPANY BUSINESS TYPE.

NAICS _____ TRANSPORTATION NON MANUFACTURING MANUFACTURING WHOLESALE
 RETAIL FINANCE SERVICES PUBLIC ADMINISTRATION NON CLASSIFICATION

EMPLOYEE INFORMATION

DO YOU HAVE ANY EMPLOYEES? (CHECK ONLY ONE) YES NO ARE CONTRACTORS UTILIZED? (CHECK ONLY ONE) YES NO
*IF YES COMPLETE REVERSE SIDE.

IF YOU HAVE EMPLOYEES PROCEED WITH EMPLOYEE INFORMATION. IF YOU DO NOT HAVE EMPLOYEES PROCEED TO THE PROFIT/LOSS SECTION.

NUMBER OF EMPLOYEES AT RITA LOCATION: _____ MONTHLY GROSS PAYROLL AT RITA LOCATION: _____

WILL YOU BE WITHHOLDING RESIDENCE TAX ONLY? YES NO

SEND WITHHOLDING TAX FORMS TO
BUSINESS NAME: _____ PHONE: (_____) _____
CARE OF: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

IF YOU ARE A NON-PROFIT ORGANIZATION STOP HERE AND SIGN AT BOTTOM

PROFIT/LOSS INFORMATION

ENDING DAY OF FISCAL YEAR IF OTHER THAN CALENDAR YEAR _____ / _____ / _____
MONTH DAY YEAR

SEND NET PROFIT TAX RETURN TO
BUSINESS NAME: _____ PHONE: (_____) _____
CARE OF: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

THE INFORMATION HEREBY SUBMITTED IS TRUE AND CORRECT.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____ PHONE: _____

REGIONAL INCOME TAX AGENCY
ATTN: BUSINESS REGISTRATION
P.O. BOX 477900 BROADVIEW HEIGHTS, OHIO 44147-7900

CLEVELAND LOCAL: (440) 526-0800
TOLL FREE: (800) 860-RITA (7482)

COLUMBUS TOLL FREE: (866) 721-RITA (7482)
TDD: (440) 526-5332

YOUNGSTOWN TOLL FREE: (866) 750-RITA (7482)
FAX: (440) 526-3136

CONTRACTOR INFORMATION

MUNICIPALITY _____

BUILDING PERMIT # _____

ADDRESS OF CONSTRUCTION SITE _____

TOTAL CONTRACT AMOUNT \$ _____

As the contractor, will your company be withholding local income tax from all employees on the job? YES NO

COMPANY/ADDRESS - CITY, STATE AND ZIP	OFFICER/OWNER NAME PHONE NUMBER	SOCIAL SECURITY OR FEDERAL I.D. NUMBER	ESTIMATED START DATE	NUMBER OF EMPLOYEES	ESTIMATED WAGES PER MONTH	TRADE
COZL-R-01-OR 0112						
COZL-R-01-OR 0112						
COZL-R-01-OR 0112						
COZL-R-01-OR 0112						
COZL-R-01-OR 0112						
COZL-R-01-OR 0112						
COZL-R-01-OR 0112						

If necessary attach a separate sheet

The information requested on this form is essential to the establishment of your account and will be held in strict confidence. Please complete and sign this Registration Form and return within 15 days. Prompt completion of this form now can save you the expenditure of additional time and effort in the future. If you have any questions please contact the Business Registration Department at one of the numbers below. Thank you for your cooperation.

SEND RESPONSE TO:

REGIONAL INCOME TAX AGENCY
ATTN: BUSINESS REGISTRATION
P.O. BOX 477900
BROADVIEW HEIGHTS, OH 44147-7900

CLEVELAND LOCAL: (440) 526-0900
COLUMBUS TOLL FREE: (866) 721-RITA (7482)
YOUNGSTOWN TOLL FREE: (866) 750-RITA (7482)

TOLL FREE: (800) 860-RITA (7482)
TDD: (440) 526-5332
FAX: (440) 526-3136