



HISTORIC DISTRICT COMMISSION

September 5, 2024 - 6:00PM
Saugatuck City Hall
102 Butler St. Saugatuck, MI 49453

Our Purpose

Protect, celebrate, and advocate for the historic fabric of Saugatuck. We are caretakers of something special, carefully preserving what we love today for those who come after us to enjoy tomorrow.

1. **Call to Order**
2. **Roll Call**
3. **Agenda Changes/Additions/Deletions**
4. **Approval of Minutes:**
 - A. Minutes of Regular Meeting held on June 6, 2024
5. **Public Comments on Agenda Items (Limit 3 Minutes)**
6. **Unfinished Business:**
7. **New Business:**
 - A. 413 Lake - New rear windows and a door.
 - B. Village Square Park - Install an interpretive history sign.
8. **Administrative Approvals & Updates:**
 - A. 647 Butler – Natural Gas Fireplace
 - B. 246 Culver – Temporary Construction Signs
 - C. 302 Culver – Signage
 - D. 546 Butler - Sign

NOTICE:

This public meeting will be held in-person. The public can join via Zoom video/audio conference technology.

Join online by visiting:

<https://us02web.zoom.us/j/2698572603>

Join by phone by dialing:

(312) 626-6799

-or-

(646) 518-9805

Then enter "Meeting ID":

269 857 2603

Please send questions or comments regarding meeting agenda items prior to meeting to:
rcummins@saugatuckcity.com

9. Communication:

10. Public Comments (Limit 3 Minutes)

11. Commission Comments

12. Adjourn (Voice Vote)

The Saugatuck Historic District Commission has the responsibility to regulate the construction, demolition, and improvements to the exterior of structures in the historic district. The intent is to safeguard the heritage of the City of Saugatuck, to protect the architecture and local village character of the City, to foster civic beauty, and to promote the use of historic districts for the education, pleasure, and welfare of the residents, visitors, and general public.



**City of Saugatuck
Historic District Commission**

Meeting Minutes June 6, 2024, 6:00 PM - **PROPOSED.**

Saugatuck City Hall
102 Butler Street

Call to Order/Roll Call: Chair Straker called the meeting to order at 6:00 p.m.

Present: Chairman Straker, Commission members: Cannarsa, Donahue, Gardner, Godfrey, & Paterson.

Absent: None.

Others Present: Interim City Manager & Director of Planning, Zoning, and Project Management Cummins, Deputy Clerk Williams.

Agenda Changes/Additions/Deletions: None.

Approval of Minutes for May 2, 2024, Meeting:

Motion by Cannarsa, second by Godfrey, to approve the minutes for the May 2, 2024, meeting minutes. Upon voice vote, the motion was carried unanimously.

Approval of Minutes for May 7, 2024, Special Meeting:

Motion by Cannarsa, second by Donahue, to approve the minutes for the May 7, 2024, Special meeting minutes. Upon voice vote, the motion was carried unanimously.

Public Comments:

- Nancy Kimble (530 Spear St) – She is a member of the Saugatuck DPW committee, as well as a board member for Friends of the Blue Star Trail and is very familiar with the project. Kimble advocates for modification of the pallet sign and installation of traffic and pedestrian signals.

Unfinished Business: None.

New Business:

A. Lake Street/Blue Star Highway Intersection – Shift pallet sign (5 ft), installation of traffic and pedestrian signals, and construction of a multi-model pathway extension:

The City of Saugatuck requests Historic District Commission approval to move the City gateway sign approximately five feet, landscape the surrounding area, install new traffic signals, install new pedestal-mounted signal displays, and construct a pathway extension at the intersection of Lake Street and Blue Star Highway. The intersection and project fall within the Historic District.

A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within the Historic District (§ 152.03).

The Commission went into deliberation with Gardner questioning whether the traffic lights should be in the Historic Districts approval process. He believes that it is a City Council decision to make about what the appropriate law with engineering consultants, which they have there. He is comfortable with recommendation on the pallet sign being moved to accommodate the trail, but he doesn't think it is within the purview of the Historic District Commission to make a decision or recommendation on traffic lights.

Godfrey wanted to clarify in what direction the pallet sign would be moved, and Zoning Administrator Cummins confirmed that it would be moving five feet back, away from Blue Star Highway. Godfrey stated that she had no issues with that and that she supports the effort with no further questions.

Donahue had no questions but said that he is thrilled that they are keeping everything with the pallet sign and that there will be a traffic signal installed because the summer traffic is terrible.

Paterson questioned if they would be using the same infrastructure as before with the pallet sign and if the footprint for the banners would be the same size and specification as used previously. Cummins assured the Commission that the sign and infrastructures would remain the same and that the area to hang the banners for events would be the same dimensions.

Cannarsa said that it is clear why the sign is in front of the Commission but still is not clear why the traffic signal is included and why they would look at that. Cummins explained that in the local Historic District ordinance, it very broadly says one or more publicly or privately owned historic or non-historic building structures, and the pallet sign and traffic poles would be considered a structure. He believes that there are features within the Historic District's boundaries such as structures, sites, and object features. The Historic District Commission would not have the ultimate authority to decide if a traffic signal is installed, but it is a piece of the approval process. He explained that if the Historic District Commission approves it tonight, City Council will be the determining factor of whether they want to approve funding for it to place a traffic signal at that intersection. Cummins stressed to the Commission that he cannot move this forward to Council, if the Historic District Commission says that it doesn't meet their guidelines in some way. He thinks that there are safety considerations and that is why the City is making the request to have the traffic signal installed. Cannarsa said that he didn't have any further questions, he just wanted clarity on their responsibility as far as the safety aspect of the placement of things because he cannot weigh in on that.

Chair Straker thinks that there is a huge difference between Historic District ordinances that are a part of zoning and planning, versus guidelines, which is what they use. He is hard pressed to find anything in their guidelines other than mass, scale, and streetscape that would take them down any path of traffic lights on Blue Star Highway or a sidewalk pedestrian thing. He says that the motion needs to either approve the plan as submitted or they need to clarify that they are approving the sign against their guidelines with the rest of it as a ride along approval. Cummins says that there are two layers here and that they've touched on this during the playground review. There is their ordinance that refers to your specific guidelines that speak to certain things and then there are situation when your guidelines don't speak to certain things, but the ordinance still requires that you look at other factors outside of the guidelines that would include the historical or architectural significance of the resource and its relationship to the historic value of the surrounding area. Compatibility, the exterior, the feature and space around it impacts the structure and space around as it relates to building real character and other factors the Commission considers pertinent. That is what the City Planner, David Jirousek evaluated for you and noting that, there is not specific on point guidelines, but there are general ordinance requirements that you still have to take into consideration like safety and accessibility.

Gardner thinks that they should be focused on the historical asset such as the sign. He is comfortable with the sign movement to accommodate this construction of the path. He is not comfortable with the Commission taking a position on the installation of the traffic lights, which are going to end up being whatever the City seems appropriate. This is a concept for the light and is not the final decision and has not been completed to decide. Gardner says that generally, their guidelines don't give us purview over this. His position even on the construction of the multi-modal pathway extension is that they can decide on the sign but everything else is outside of their purview. He says that he isn't criticizing the commission, he is just not sure why it is in front of the Historic District at all. Cummins questioned why he thinks that the Historic District Commission ordinance doesn't apply to those features. Gardner stated that he doesn't think they are necessary for their approval. Cummins explained that with their elements of the entire project, they are within the Historic District boundaries, their objects, their features, their structures all fall within the Historic Districts. He compared it to the trash receptacle placement and recycling receptacles that they brought to the commission because it was a new object within the district and whether they are actually purchased, it's staff and certainly a council decision at some point. You still have to view it through the lens of your guidelines and your ordinance requirements and still sign off. Cummins continued to explain that is not that they HDC would get the final say or that it may not be constructed in the end, but the Commission's approval is necessary to construct this permit from a staff perspective. Gardner disagreed and said that he just doesn't see how this comes in the purview of the commission and is concerned about how the public will perceive this.

Chair Straker explained to the Commission that they didn't have to do the motion exactly as it was written. He thought that there was one change that could be made to put their energy towards the sign but acknowledge the rest of the project. Cummins disagreed with Straker and said he thinks that the Commission needs to decide to approve the plan as it was the staff's recommendation. He said that unless the Commission can articulate in what way if they aren't going to approve the plan and why they believe that it is considered a resource and does not fall within the purview of the HDC. Gardner reiterated that his argument remained

Paterson brought up the 5G tower that the Commission went through, and he thinks that this is no different. He said if that timer was in front of the Saugatuck sign, they would have had an issue with it, and that means they do have some level of quasi authority on its location. Cannarsa agreed and said that the cell tower is the structure, and they looked at mass, scale, and streetscape. Gardner emphasized that this is a concept and not the final plan.

Cummins said that the City Council approved the plans contingent upon the rendering that Fleis & VandenBrink provided, the plans that are in their packet, show where the location of the signals are going to be and instructed the Commission that if they want to see spec sheets in the end or something related to the final product, make a condition on that similar to other projects where you want to see the final spec sheets.

Gardner continued to disagree and said that was not the point he was making. Cummins asked for clarity so he could understand. Gardner said that he just doesn't understand or see where the way that this is written with the installation of traffic and pedestrian signals and construction of a multimodal pathway extension is in their purview. He thinks that the ordinance is very general, the broad scope, and says that's narrower to make sure they are within scope, which would be the approval of moving the sign 4.8 feet to accommodate similar to what Chair Straker said. He doesn't know if this is going to be the final plan for the traffic lights, and it has not been decided by City Council, as it is just a concept.

Cummins said that City Council approved moving forward with a plan that is consistent with the rendering that is in the packet. That is exactly what they are bringing to you today to approve. He explained that if the plan changes, then they would have to return to HDC. They are asking for your approval of the rendering that is in the packet related to these traffic signals and the placement that is on these plans, which is what the City Council approved moving forward with and these are the plans they are moving forward with. Cummins said that Gardner is correct, that once plans are specs, as far as going out for bids, and they come back to the City Council with bids and if they don't like the signal and want to swap it out with something else, or they decide it is too costly, then they have to back it off and do something different there absolutely. The Council can say no at that point and change the plans. If they do, then they will certainly return to the Historic District Commission if there is a deviation from the approved plans.

Straker thinks that the cell tower is a great example of why things like this need to be a part of the HDC's purview because of where it impacts the streetscape. He agreed that it is an ordinance, and it is why it's in there and thinks that it does no harm as being part of the motion. He says that he also understands that it is Blue Star Highway and if someone came back and said that they wanted to put a lighted archway across Blue Star that had a dual purpose as a traffic signal, The Commission would have a point of view on that, which is not what is being asked. Straker thinks that this is pretty straightforward infrastructure and why he feels that it does no harm.

Cummins thinks that it is similar to the traffic signal that is at the intersection outside of City Hall and says that if they were doing something dramatically different structures like this, the Commission might have a concern, but this happens to be at a different intersection. He says that it is a signal nonetheless, that would be in their purview to review.

Straker wanted to think about the reverse side of this as they can say that they don't have purview over that, he gets what they are saying it is kind of to the letter of the law, they do have purview and they need to say that. On the flip side of it, they get upset when they are not

included in something that could change the streetscape and told the Commission that they cannot have it both ways. He sees no harm that it is in there and said that he doesn't think that they would ever overrule a utility that Council says after many studies is the right thing to do nor something that the Commission would do.

Motion by Godfrey, second by Cannarsa, to approve the shifting of the City gateway sign 4.8 feet, landscaping of the surrounding area, installation of new traffic signals and new pedestal-mounted signal displays and extend the pathway at the intersection of Lake Street and Blue Star Highway in accordance with the plans and details submitted within the application materials. Upon roll call vote, motion carried 5-1.

Yeas: Cannarsa, Donahue, Godfrey, Paterson, Straker

Nays: Gardner

B. 120 Mary – Renovation of the principal dwelling (including a fireplace) conversion of an accessory building into a pool house, and installation of a pool and hot tub:

The applicant proposes a comprehensive project at 120 Mary Street, including the renovation of the principal dwelling (including a fireplace), conversion of an accessory building into a pool house, and installation of a pool and hot tub. Landscape improvements are also proposed as part of the project.

The property is located in the City Center Transitional Residential District R-4 zoning district. The building is a contributing structure known as the Pierce Abby House, which was built in 1864. The overall plan is for the dwelling and accessory building at 120 Mary to be incorporated into the Wickwood Inn facility. While zoning issues remain outstanding, they do not preclude consideration and review of improvement projects on the subject property.

The principal dwelling is proposed to be improved with several new windows and shutters, and a fireplace will be constructed. A rear entry and stairs are proposed for the north side. The accessory building is proposed to have new windows and entry doors.

Since the April HDC meeting, the following changes have been included in the revised plans:

- Façade front door and front porch to remain.
- South-facing garage doors on the pool house to remain

The following details have been provided for review:

- Column base specification (Tuscan)
- Column and column cover specifications (round tapered plain, round tapered fluted, round non-taped plain, square non-tapered plain, square tapered plain, round non-tapered twist, square non-tapered fluted, round non-tapered segmented, square non-tapered panel, round belly, round tapered Greek Doric, round tapered fluted Greek Doric)
- Raised panel shutters with colonial trim
- Shutter hinges
- Shutter stays
- Anderson double-hung full-frame window specifications

A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within the Historic District (§ 152.03).

Chair Straker wanted to acknowledge that he met with the owner just to listen to what their proposed intent was and give feedback on what he thought the Commission would be looking for. He said that a lot was addressed during the presentation, but he did want to acknowledge that he did have a conversation with them. The Commission continued to deliberate.

Motion by Godfrey, second by Paterson to approve the application for 120 Mary Street with the following recommendations:

- The installation of the shutters will only be on the top story windows where the framing exists.*
- The square non-tapered plain columns will replace the renderings of the round columns on both the front door and the pergola.*
- The fireplace chimney will mimic the brick on the rest of the building and will be as limited as possible.*
- The windows be double hung one (1) over one (1) on second story and three (3) over one (1) double hung below on the first story where the windows are being asked to be replaced.*
- The shutters covering the bathroom window will be blacked out and the shutters removed.*
- Replace front door with wood, six panel, non-operative door with a light on each side of the door panel below as rendered. Needs spec sheet.*
- The garage will maintain the existing fabric and the doors will be rehabilitated as rendered. The windows that are being added to the garage are one (1) over (1) double hung. The door shall be a four (4) paneled wood door and the French doors should look like full light six (6) panel French doors as rendered.*
- The doors on the back of the house use simulated divided light, three (3) by five (5).*
- All windows are simulated divided light or true divided light.*

Upon voice vote, motion carried unanimously.

C. 215 Butler – Replace the front entry door and a screening fence along the side deck area:

The applicant requests approval to replace the front entry door and a screening fence along the side deck area.

The property at 215 Butler is located in the City Center C-1 zoning district and the Historic District. The Italianate building was constructed in 1885 and is known as the Metzaur Building. It is a contributing resource.

The aging door has sustained continual damage and is intended to be replaced. The ornamental elements and lattice of the existing screen fence are to be removed and completely re-sided/wrapped with a cedar product.

When the Commission began their deliberation, Cannarsa noted that the applicant mentioned the project to him as he walked by and he gave his professional opinion on the project, not his opinion as a HDC Commissioner. The Commission continued to deliberate.

Motion by Donahue, second by Gardner to approve the replacement of the front door in a style consistent with the existing door and to modify the screening fence in accordance with the plans and details submitted. Upon voice vote, motion carried unanimously.

D. 202 Butler – Expanded outdoor seating areas on the sidewalks along Butler and Mason Streets:

The applicant requests Historic District Commission approval for expanded outdoor seating areas on the sidewalks along Butler and Mason Streets.

The property at 202 Butler is located in the City Center C-1 zoning district and the Historic District. The building was constructed in 1864 and is known as the Union Hotel. It is a contributing resource. Special land use approval will also be required.

The applicant provided a site plan and stated that, similar to previous seasons, there would be 15 tables and 45 seats at most. Images of black metal tables and chairs from a past season were provided, and some tables had striped umbrellas.

Motion by Donahue, second by Cannarsa, to approve the outdoor dining areas in accordance with plans materials, and details submitted with the application for 202 Butler Street. Upon voice vote, motion carried unanimously.

E. Resolution in Support of House Bill 5430 for the Expansion of the Michigan State Historic Preservation Tax Credits Established under Public Act 343 of 2020:

The Michigan Historic Preservation Network (MHPN) is working to expand the Historic Preservation Tax Credit (HTC) that was passed in 2020.

Gov. John Engler signed the first Michigan Historic Preservation Tax Credit (HTC) into law in 1999 after years of advocacy by the Michigan Historic Preservation Network (MHPN). The 25% credit was integral to restoration projects from Detroit to Menominee. Phased out in 2011 by Gov. Rick Snyder, the program had leveraged \$71 M in credits to generate \$1.46 B of investment in Michigan projects. The tax credit was reinstated in 2020. However, it had a cap of \$5M, limiting the potential impact on our local communities.

Earlier this year, Rep. Joey Andrews introduced House Bill 5430 to expand the cap for the HTC to \$100M. The HTC can impact every community, large and small, across our state. We are working to educate our legislators on the need for this expansion. Resolutions in support of the historic tax credits played a key role in reinstating the credit in 2020, so the MHPN is asking local governments and Historic District Commissions to consider passing a resolution of support for HB 5430.

Motion by Paterson, second by Gardner, to support the resolution in support of House Bill 5430 for the expansion of Michigan State Historic Preservation tax credits established under Public Act 343 of 2020. Upon voice vote, motion carried unanimously.

F. Reschedule July 4th Meeting:

Motion by Gardner, second by Godfrey to move the July 4th meeting to Wednesday, July 10th, at 6pm. Upon voice vote, motion carried unanimously.

Administrative Approvals & Updates:

- A. 647 Butler - Gutters.
- B. 868 Holland - Sign.
- C. 237 Butler – Siding, gutters.
- D. 790 Lake - Fence.

Zoning Administrator Cummins updated the Commission on the mural. The owner found a product that will have minimum impact to brick & mortar and will begin work soon.

Communication: None.

Public Comment: None.

Commission Comments:

Gardner questioned Cummins on whether they should mention that an appeal was filed for the Village Square playground. Cummins said that he sent an email to all of the Commissioners notifying them that there was an appeal filed by the Maplewood Hotel, reapproval of the additional features at the Village Square playground. He said that Council met in a closed session the day before to discuss the next steps and a whole lot to add at this point. He told the Commission that if they had any questions, he would be happy to meet with any of them. Straker questioned whether there was a requirement to be involved in the process and Cummins said not at this point.

Adjourn:

Motion by Godfrey, second by Cannarsa to adjourn. Upon voice vote, motion carried unanimously. Chairman Straker adjourned the meeting at 8:11 p.m.

Respectfully Submitted by,
Sara Williams

Deputy Clerk



MEMORANDUM

TO: Historic District Commission
City of Saugatuck

FROM: David M. Jirousek, AICP
Consulting Planner

DATE: September 3, 2024

RE: Historic District Permit Application, Charles Clark: 413 Lake Street

REQUEST: The applicant proposes new rear windows and a door at 413 Lake Street.

BACKGROUND: The property is located in the Lake Street R-1 zoning district. The dwelling is not listed as a contributing resource. The subject windows and door appear to face the water, not the public right-of-way. The windows and door are proposed to be replaced with a three-panel Pella sliding door and two Pella casement windows. Although the photo shows black trim, it is proposed to be white to match the existing trim.

APPLICABILITY: A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within the Historic District (§ 152.03).

COMPLETENESS REVIEW: All applications to construct, alter, repair, move, or demolish any structure or install or alter any signage or fence structure in a historic district shall include the supporting plans and documents as specified by § 152.07 B. The applicant has provided window and door specifications and photos.

§ 152.07 D. GUIDELINES:

- 1. In reviewing applications and plans submitted under this chapter, the Commission shall follow U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures as set forth in 36 C.F.R. part 67, as amended. Additional guidelines may be developed and followed if they are equivalent in guidance to the Secretary's standards and guidelines and are approved by the Center. Any additional guidelines must be adopted by the Commission and approved by the City Council. In reviewing applications and plans, the Commission shall also give consideration to:*

- a. *The historical or architectural significance of the resource and its relationship to the historic value of the surrounding area.*
 - b. *The compatibility of the exterior of the structure and the space around it with the visual or historical context of the surrounding area.*
 - c. *The impact of the exterior of the structure and the space around it on the village/rural character and contextual aesthetic of the city.*
 - d. *Other factors which the Commission considers to be pertinent.*
2. *In exercising its authority to approve or deny an application under this chapter, the Commission shall exercise its educated judgment on a case-by-case basis in interpreting these guidelines and the following the applicable standards.*

Comments: Concerning replacing the windows and sliding door, it is important to note that while this home is situated within the boundaries of the historic district, the property itself is not designated as a contributing structure. The replacement materials chosen for this project have been selected to be consistent with the architectural style and character of the home. The materials will generally replicate the appearance of the existing windows and door, ensuring that the aesthetic of the property remains unchanged. Furthermore, the replacement materials are not anticipated to adversely impact the historic character or integrity of the district as a whole. The new windows will blend seamlessly into the structure and contribute to maintaining the overall visual cohesion of the area.

RECOMMENDATION: If the HDC determines that the applicable standards of the Historic Preservation Review Guidelines are met, the following motion may be used.

I move to approve the replacement of windows and a sliding door in accordance with the plans and details submitted within the application materials. Approval shall be subject to the following conditions (if applicable):

1. _____
2. _____
3. _____
4. _____
5. _____

6. _____

Commission Review Fee: \$250
Administrative Review Fee: \$50



Historic District Permit Application

LOCATION INFORMATION

APPLICATION NUMBER _____ - _____

Address 413 Lake St, Saugatuck, MI 49453

Parcel Number 57-805-003-00

APPLICANTS INFORMATION

Name Charles Clark Address / PO Box 3700 E. Milham Ave

City Portage State MI Zip 49002 Phone 800-315-8154

Interest In Project Owner E-Mail jamie@clarklogic.com

Signature [Signature] Date 07/24/2024

OWNERS INFORMATION (IF DIFFERENT FROM APPLICANTS)

Name _____ Address / PO Box _____

City _____ State _____ Zip _____ Phone _____

E-Mail _____

I hereby authorize that the applicant as listed above is authorized to make this application for proposed work as my agent and we agree to conform to all applicable laws and regulations of the City of Saugatuck. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect conditions, before, during, and after the proposed work is completed.

Signature [Signature] Date _____

CONTRACTORS/ DEVELOPERS INFORMATION (UNLESS PROPOSED WORK IS TO BE DONE BY THE PROPERTY OWNER)

Name Pella Windows and Doors Contact Name Dustin Yoder

Address / PO Box _____ City _____

State _____ Zip _____ Phone 616-485-4349 Fax _____

E-Mail dyoder@pellabyhome.com

License Number SEE ATTACHED Expiration Date _____

PROPERTY INFORMATION

Depth _____ Width _____ Size _____ Zoning District _____ Current Use _____

Check all that apply: Waterfront YES Dunes _____ Vacant _____

PROJECT DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Replacement of existing door and windows due to age, shifting, and functionality.



Historic District Application

Application # _____ - _____

HISTORIC DISTRICT REQUIREMENTS (SECTION 152.07)

Pursuant to Section 152.07, please attach the following supporting documents when applying for historic district approval if applicable:

Y N NA

- | | | | |
|-------------------------------------|--------------------------|-------------------------------------|---|
| ☒ | ☐ | ☐ | Photographs of the structure and its relationship to adjacent structures. |
| ☐ | ☐ | ☒ | A plot plan with the placement of the proposed addition, or location of fencing to be constructed. |
| ☐ | ☐ | ☒ | Elevation drawings of the exterior of the structure or improvements. |
| ☒ | ☐ | ☐ | Samples of all proposed exterior finishes and materials. |
| ☒ | ☐ | ☐ | Photographs showing, in detail, the problem areas to be addressed during the proposed repair or alteration. |
| ☐ | ☐ | ☒ | A scale drawing of all proposed signage, including design, lettering style, type of illumination (if any), placement or location on the lot or building, and the type of support(s) for the sign(s). |
| ☐ | ☐ | ☒ | If an application for signage is made by tenants of a building located within a historic district, the tenants must obtain written permission from the building owner to install or alter the proposed sign(s). |
| ☐ | ☐ | ☒ | Plot plan showing the following: |
| ☐ | ☐ | ☒ | Current location, shape, area and dimension of the lot. |
| ☐ | ☐ | ☒ | Current site improvements (including structures, sidewalks, decks, streets, fences, etc). |
| ☐ | ☐ | ☒ | Proposed improvements and distances from other improvements or property lines. |
| ☐ | ☐ | ☒ | Proposed and/or current yard, open space and parking space dimensions and calculations. |
| ☐ | ☐ | ☒ | Location of any flood plains, watersheds, wetlands, easements, critical dunes, or other applicable features. |
| ☐ | ☐ | ☒ | Description of proposed use and of the building (dwelling, structure, barn, garage and the like) or improvements. |
| ☐ | ☐ | ☒ | Detailed written description of the activities related to the proposed use and/or improvements. |

OFFICE USE ONLY:

Application Complete _____ Fee Paid _____ Date Paid _____

Notes: _____







Contract - Detailed

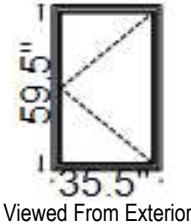
Pella Window and Door Showroom of Grand Rapids
2120 Oak Industrial Drive
Grand Rapids, MI 49505
Phone: (616) 235-3600 Fax: (616) 234-1969

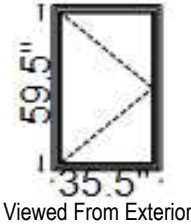
Sales Rep Name: Yoder, Dustin
Sales Rep Phone: 616-485-4349
Sales Rep Fax:
Sales Rep E-Mail: dyoder@pellabyhorne.com

Customer Information	Project/Delivery Address	Order Information
Jamie Clark 3700 E Milham Ave Portage, MI 49002-9777 Primary Phone: (269) 7605901 Mobile Phone: Fax Number: E-Mail: Great Plains #: 1007867370 Customer Number: 1011601750 Customer Account: 1007867370	Jamie Clark - 3700 E Milham Ave , Portage, MI, US 3700 E Milham Ave Lot # Portage, MI 49002 County:	Quote Name: Jamie Clark - 3700 E Milham Ave , Portage, MI, Order Number: 743 Quote Number: 18153880 Order Type: Installed Sales Payment Terms: Tax Code: INSTALLED Quoted Date: 5/7/2024

Customer Notes: Pella Impervia Fiberglass Sliding Door and Windows
Full Frame Installation
First Floor facing water
All New casing/jambs
White In/Out
1 Day Installation

Initials_____

Line #	Location:	Attributes	
10	Left Window	Impervia, Casement Left, 35.5 X 59.5, White	<u>Qty</u> 1
 Viewed From Exterior PK # 2165 1: 3660 Left Casement Frame Size: 35 1/2 X 59 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 5/16", 1 15/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Standard, Wash Hinge Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware Screen: Full Screen, InView™ Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.49, CPD PEL-N-277-00567-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 60, Year Rated 11, STC 28, OITC 25, Clear Opening Width 25.25, Clear Opening Height 54.75, Clear Opening Area 9.600261, Egress Meets Typical 5.7 sqft (E) (United States Only) Grille: No Grille, Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, 3 1/4", Pella Recommended Clearance, Perimeter Length = 190".			
Frame Size: 35.5" X 59.5"		Labor1 - Up to 48 inch Wood/FG	Qty 1

Line #	Location:	Attributes	
15	Right Window	Impervia, Casement Right, 35.5 X 59.5, White	<u>Qty</u> 1
 Viewed From Exterior PK # 2165 1: 3660 Right Casement Frame Size: 35 1/2 X 59 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 5/16", 1 15/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Standard, Wash Hinge Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware Screen: Full Screen, InView™ Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.49, CPD PEL-N-277-00567-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 60, Year Rated 11, STC 28, OITC 25, Clear Opening Width 25.25, Clear Opening Height 54.75, Clear Opening Area 9.600261, Egress Meets Typical 5.7 sqft (E) (United States Only) Grille: No Grille, Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, 3 1/4", Pella Recommended Clearance, Perimeter Length = 190".			
Frame Size: 35.5" X 59.5"		Labor1 - Up to 48 inch Wood/FG	Qty 1

Line #	Location:	Attributes	
20	Casing	Wood Products 3 1/2 Colonial 2, Length: 144, Bright White. Wood Type: Pine	Qty 9

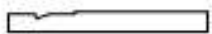
PK #
2165

1: Accessory
Frame Size: 1 X 1
General Information: Pine, 3 1/2 Colonial 2
Interior Color / Finish: Bright White Paint Interior
Wrapping Information: Perimeter Length = 0".

Viewed From Exterior

Frame Size: 0" X 0"

Line #	Location:	Attributes	
25	Jambs	5 1/2" w/kerf Solid Jamb Extension, Length: 144, Bright White. Wood Type: Pine	Qty 9

PK #
2165

1: Accessory
Frame Size: 1 X 1
General Information: Pine, 5 1/2" w/Kerf Solid Jamb Extension
Interior Color / Finish: Bright White Paint Interior
Wrapping Information: Perimeter Length = 0".

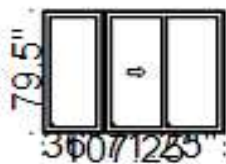
Viewed From Exterior

Frame Size: 0" X 0"

Line #	Location:	Attributes	
30	Exterior Wrap	CSU - Coil Stock per unit (Retail)	Qty 4

Line #	Location:	Attributes	
35	Labor	Labor99 - OV	Qty 1

Line #	Location:	Attributes	
40	Sliding Door	Impervia, Single Sliding Door, Double Sliding Door, 107.25 X 79.5, White	Qty 1



Viewed From Exterior

PK #
2165

1: Non-Standard Size Fixed Single Sliding Door

Frame Size: 36 X 79 1/2

General Information: Impervia Sliding Door (New), Factory Assembled, Standard, Duracast®, Block, Foam Insulated, 5", 5", Black Finish Sill

Exterior Color / Finish: White

Interior Color / Finish: White

Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Unit Accessories: No Accessory Option

Performance Information: U-Factor 0.28, SHGC 0.28, VLT 0.46, CPD PEL-N-279-00092-00001, Performance Class CW, PG 50, Year Rated 11, STC 30, OITC 24

Grille: No Grille,

2: 7280 Vent Right / Fixed Double Sliding Door

Frame Size: 71 1/4 X 79 1/2

General Information: Impervia Sliding Door (New), Factory Assembled, Standard, Duracast®, Block, Foam Insulated, 5", 5", Black Finish Sill

Exterior Color / Finish: White

Interior Color / Finish: White

Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Keylock Included, Standard, Handle Included, Handle Included, White, White, Random, Chrome, 60"

Screen: Sliding Screen, White, InView™

Unit Accessories: No Accessory Option

Performance Information: U-Factor 0.28, SHGC 0.28, VLT 0.46, CPD PEL-N-279-00092-00001, Performance Class LC, PG 50, Year Rated 11, STC 29, OITC 24

Grille: No Grille,

Vertical Mull 1: FactoryMull, Standard Joining Mullion - Doors, Frame To Frame Width- 0", Mull Design Pressure- 20

Wrapping Information: Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 374".

Labor5 - 3 wide SGD Wood/FG

Qty 1

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com/insynctive). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at pella.com.

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com , with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE [PELLA.COM/ARBITRATION](https://www.pella.com/arbitration). DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](https://www.pella.com/arbitration).

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product

for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

THIRD PARTY PRODUCTS DISCLAIMER / WARRANTY:

As additional consideration in support of the sale of goods between HORNE and CUSTOMER, CUSTOMER acknowledges and consents to the following:

This order may contain products that have not been manufactured by HORNE, Pella Corporation ("Pella") or their affiliates or subsidiaries ("Third Party Products"). CUSTOMER acknowledges that the sale of the Third-Party Products by HORNE does not constitute a recommendation or endorsement of such products by HORNE or Pella.

HORNE AND PELLA MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE THIRD-PARTY PRODUCTS AND EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES OF ANY KIND RELATING TO THE THIRD-PARTY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS SOLE REMEDY WITH RESPECT TO DEFECTS OR DAMAGE ASSOCIATED WITH THE THIRD- PARTY PRODUCTS IS AGAINST THE MANUFACTURER OF THE THIRD-PARTY PRODUCTS UNDER ANY APPLICABLE MANUFACTURER'S WARRANTY TO THE EXTENT AVAILABLE TO CUSTOMER. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT HORNE SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM THE INSTALLATION, OPERATION, OR FAILURE OF THE THIRD PARTY-PRODUCTS, WHETHER BASED UPON CLAIMS OF WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE).

PELLA BY HORNE ("HORNE") WARRANTY:

HORNE warrants the installation services as set forth in the Installation Limited Warranty and Service Agreement (follow the footnoted link below or request a hard copy from your HORNE sales representative) <https://content.pella.com/cs/groups/public/documents/document/mdaw/mde3/edisp/p-030802.pdf>, which is hereby incorporated by reference in its entirety and made a part of this Agreement. All product warranties for products manufactured by Pella or third parties are direct from Pella or those third parties, respectively, and are not warranties made or given by HORNE. However, if HORNE is engaged by

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

CUSTOMER to perform a custom interior finish on the interior wood of the window(s) then HORNE shall warrant that finish the same as, but not in excess of, what Pella warrants when it performs an interior factory finish. HORNE'S warranty on interior finishing mimics Pella's warranty section titled "Interior Factory Finish Two-Year (2-Year) Limited Warranty (follow the footnoted link below or request a hard copy from your HORNE sales representative), <https://content.pella.com/cs/groups/public/documents/document/mdaw/mde5/edisp/pel-019707.pdf>.

Unless otherwise stated by the manufacturer, any warranty applicable to any goods or services forming the basis for this Contract are extended only to the original customer, are not assignable, and may not be enforced by any person, firm, or organization to whom they are subsequently transferred. Any warranty hereunder is void if the product to which the warranty applies has been altered, modified, or improperly installed.

If HORNE elects to replace any product or part thereof referred to in this Contract, whether as the result of a breach of warranty or otherwise, the replacement product or part will be a comparable or suitable substitute if a like unit is not readily and reasonably available. The warranty period on the replacement product or part will be the balance of the warranty on the original product or part purchased.

DISCLAIMER OF WARRANTY: EXCEPT AS EXPRESSLY STATED HEREIN, NO OTHER WARRANTY IS GIVEN AND NO AFFIRMATION OF FACT OR PROMISE IS MADE BY HORNE OR ANY OF ITS AGENTS BY WORDS OR ACTIONS THAT WOULD CONSTITUTE OR IMPLY A WARRANTY. HORNE MAKES NO WARRANTY OF MERCHANTABILITY IN RESPECT TO THE GOODS SOLD PURSUANT TO THIS CONTRACT. HORNE MAKES NO WARRANTY THAT THE GOODS SOLD PURSUANT TO THIS CONTRACT ARE FIT FOR ANY PARTICULAR PURPOSE. THIS WILL BE OWNER'S SOLE REMEDY AND HORNE WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS OR ATTORNEY'S FEES, OR DAMAGES ARISING OR RESULTING FROM ABNORMAL PROJECT SITE CONDITIONS. IN NO EVENT SHALL THE DAMAGES EXCEED THE CONTRACT PRICE. OWNER SPECIFICALLY WAIVES ANY AND ALL CLAIMS IT MAY HAVE NOW OR IN THE FUTURE AGAINST HORNE.

HORNE ADDITIONAL CONTRACT PROVISIONS:

This Contract is between HORNE, located at 2120 Oak Industrial Drive, N.E., Grand Rapids, MI 49505 and CUSTOMER (as identified under Customer Information on the first page of this contract).

ARTICLE 1 - THE PROPERTY

The CUSTOMER warrants and represents that it holds valid legal title to the legal property upon which the Project (as defined in Article 2) will be completed. Upon request of HORNE, CUSTOMER will submit evidence of valid title to the Property to HORNE prior to commencement of the work. CUSTOMER shall provide all necessary access to the Project site as is necessary to perform and complete the Project.

ARTICLE 2 - SCOPE OF WORK

HORNE will provide and install the products and accessories and provide the services (the "Project") on the premises of the CUSTOMER (the "Property") described in the Project/Delivery Address on the first page of the CONTRACT attached hereto.

ARTICLE 2.1 SCOPE OF WORK (PRODUCT SALES ONLY)

Where HORNE is providing product only to the CUSTOMER, then the scope of services shall be limited to HORNE delivering the products to the Property. Delivery is F.O.B. the Property and title passes when HORNE hands each product item to CUSTOMER at HORNE'S delivery truck tailgate. CUSTOMER agrees to carefully inspect the products which are the subject of the Contract upon delivery and immediately report to HORNE in writing any shortage or damage sustained in transit. HORNE is not responsible for any such shortage or damage to the products referred to in this Contract unless (a) HORNE receives a written claim from CUSTOMER within seven (3) days of delivery, and (b) HORNE is otherwise responsible for the shortage or damage. CUSTOMER agrees that, upon delivery, CUSTOMER has full and sole responsibility for, and assumes all risk associated with unloading, loading,

transporting, insuring and/or otherwise handling the products, whether for CUSTOMER or for delivery to CUSTOMER 's customers, and for any costs or expenses incurred. In no event shall HORNE be responsible or liable to CUSTOMER or CUSTOMER 's customer for any personal injury or property damage (including damage to the products) that results from loading or handling of the products, regardless of whether CUSTOMER requests or an employee of Horne offers assistance. CUSTOMER agrees to indemnify and hold harmless HORNE from and against all claims, loss, liability, or expense (including attorney fees) arising out of or in any way connected with the loading or handling of products after delivery.

ARTICLE 3 - PRICE AND PAYMENT TERMS

CUSTOMER will pay HORNE the Contract Price listed under the ORDER TOTALS - TOTAL section on the last page of this contract. The Contract Price includes all sales, consumer use, and similar taxes in respect to the Project and the materials which will become a part of it. CUSTOMER will pay HORNE a minimum deposit of one-half (50%) of the Contract Price upon the execution of this Contract. CUSTOMER will pay HORNE fifty percent (50%) ten (10) days prior to the scheduled installation date.

ARTICLE 3.1 - QUOTED PRICE

Quoted pricing is valid for 7 full calendar days from issuance of the quote (the full day following the date on the quote shall constitute the first day and pricing is good through 11:59 p.m. on the 7th calendar day).

ARTICLE 3.2 – CANCELLATION

CUSTOMER MAY CANCEL THIS CONTRACT AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION (the "3-Day Cancellation Period"). SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. ADDITIONALLY, HORNE IS PROHIBITED FROM HAVING AN INDEPENDENT COURIER SERVICE OR OTHER THIRD PARTY PICK UP YOUR PAYMENT AT YOUR RESIDENCE BEFORE THE END OF THE 3-BUSINESS-DAY PERIOD IN WHICH YOU CAN CANCEL THIS TRANSACTION.

THIS NOTICE IS PROVIDED PURSUANT TO MCL 570.1114: A RESIDENTIAL BUILDER OR A RESIDENTIAL MAINTENANCE AND ALTERATION CONTRACTOR IS REQUIRED TO BE LICENSED UNDER ARTICLE 24 OF OCCUPATIONAL CODE, 1980 PA 229, MCL 339.2401 TO 339.2412. AN ELECTRICIAN IS REQUIRED TO BE LICENSED UNDER THE ELECTRICAL ADMINISTRATIVE ACT, 1956 PA 217, MCL 338.881 TO 338.892. A PLUMBING CONTRACTOR IS REQUIRED TO BE LICENSED UNDER THE STATE PLUMBING ACT, 2002 PA 733, MCL 338.3511 TO 338.3569. A MECHANICAL CONTRACTOR IS REQUIRED TO BE LICENSED UNDER THE FORBES MECHANICAL CONTRACTOR'S ACT, 1984 PA 192, MCL 338.971 TO 338.988.

After the 3-Day Cancellation Period, because all Pella products are custom manufactured for the specific customer and project, this order/contract cannot be changed or returned. If the CUSTOMER chooses to cancel this contract/order, CUSTOMER agrees to pay a cancellation fee of 65% of the contract/order price. CUSTOMER cannot cancel after HORNE and/or its subcontractors have arrived at the Property to commence installation. If cancellation occurs after product manufacture but before arrival at the job site HORNE retains title to the cancelled but already manufactured product.

ARTICLE 4 - PERMITS

HORNE shall be responsible for obtaining any and all permits and inspections necessary to comply with local building codes, and the cost of the permits and inspections is included in the Contract Price. In the event a special permit or variance is required for the Project, the Contract Price will be adjusted by Change Order to reflect HORNE's additional costs in pursuing the special permit or variance. HORNE makes no representation regarding whether a special permit or variance will be granted for the Project.

ARTICLE 5 – WAREHOUSING

HORNE will warehouse CUSTOMER'S order for up to sixty (60) calendar days after the later of (1) the need date established by the CUSTOMER at the time of order, or (2) the date the product arrives at HORNE'S warehouse. If CUSTOMER does not take delivery within the 60-day period, the full balance of this contract will become due and payable within ten (10) calendar days. If CUSTOMER is ready, willing and able to receive CUSTOMER'S product within the period previously described but delays by HORNE occur then HORNE shall continue to warehouse CUSTOMER'S order at HORNE'S expense.

ARTICLE 6 - SUBCONTRACTORS

Performance of the work required to complete the Project may require the materials and services of various subcontractors, which is included in the Contract Price. CUSTOMER acknowledges and authorizes HORNE to subcontract all or any portion of the Project.

ARTICLE 7 - TIME FOR COMPLETION AND ACCESS TO THE PROPERTY

HORNE will make every effort to complete the Project in a timely manner but does not guaranty the Project will be completed by a certain date or within a specific number of visits to the Customer Property. In the event of a delay to the Project, for whatever reason, HORNE's obligation under this Contract is expressly limited to performing the Work to complete the Project. HORNE will not, in any event, be responsible for delays caused directly or indirectly by labor disputes, weather, fire, war, governmental interference, natural disaster, pandemic, epidemic, Covid 19 (or any strain or resurgence thereof) unusual weather conditions, acts of public agencies, inspectors, public utilities, extra work and Change Orders, transportation delays beyond the control of HORNE, shortage or unavailability of material or products, acts of God, acts of CUSTOMER and CUSTOMER'S representatives and other contingencies not foreseen by HORNE and beyond the control of HORNE. HORNE will provide CUSTOMER with at least seventy-two (72) hours' notice of the commencement of work on the Project. Prior to the commencement of work on the Project, CUSTOMER will remove any and all legal impediments and physical obstructions to the Project and have the Property available for commencement of the work. CUSTOMER shall provide HORNE with all reasonable access to the Property between the hours of 7 a.m. and 7 p.m. Monday through Saturday. HORNE is authorized to place one sign on the Property, during the performance of this Contract, in view of the street or roadway upon which the Property is situated, identifying the Project and HORNE.

ARTICLE 8 - CHANGE ORDERS

Should CUSTOMER or another authorized representative or agent of CUSTOMER direct any deletion from, modification of, or addition to the work covered by the Contract or request the substitution of the products listed in Article 1, the CUSTOMER and HORNE shall, in advance of such deletion, modification, or addition, execute a Change Order that memorializes the parties' agreement regarding the changes to be made in this Contract, including changes, if any, in the Contract Price of time of completion. HORNE may substitute materials, equipment, components, or products if those originally specified become unavailable or impractical to procure. The proposed substitutes shall be of equal quality and value. Prior to furnishing a proposed substitute, HORNE shall obtain CUSTOMER'S approval through the Change Order procedure described above, which approval will not be unreasonably withheld.

ARTICLE 9 - ABNORMAL PROJECT SITE CONDITIONS

If HORNE should encounter concealed conditions, including, but not limited to, damaged or rotted frame members or other conditions that would require extra work, or the work of others such as remediation or abatement work, HORNE or its contractors will call such conditions to the attention of the CUSTOMER, and the Contract Price and completion date shall be adjusted as provided in Article 7, above, to accommodate such extra work. Abnormal project site conditions include, but are not limited to, mold, asbestos, lead paint and other hazardous materials. HORNE may require that the CUSTOMER contract directly with remediation or abatement contractors, if necessary, prior to any further work by HORNE.

ARTICLE 10 - RELATIONSHIP OF THE PARTIES

CUSTOMER agrees not to issue any instructions to, or otherwise interfere with HORNE or its subcontractors. CUSTOMER further agrees not to negotiate

for additional work with subcontractors except with HORNE's written consent and in such manner as will not interfere with HORNE's completion of work under this Contract.

ARTICLE 11 – REMOVAL OF CONSTRUCTION DEBRIS

Upon completion of the work, HORNE or its subcontractor will remove construction debris and surplus material from the job site.

ARTICLE 12 - DESTRUCTION OF WORK

If the Project should be destroyed by fire or other peril, HORNE will be paid the proportion of the Contract Price represented by the percentage of labor completed on the Project and the full price of all materials ordered for the Project, and HORNE's work will terminate.

ARTICLE 13 - INSURANCE BY CUSTOMER

CUSTOMER and its mortgagee shall maintain a policy of insurance on the Property and any personal property of the CUSTOMER with which HORNE shall have no responsibility or liability. CUSTOMER shall obtain and maintain liability insurance for the benefit of the CUSTOMER during the Project at CUSTOMER's sole expense. CUSTOMER to provide HORNE with a copy of the policy.

ARTICLE 14 - CUSTOMERS CHOICE OF PRODUCT

CUSTOMER affirms that the CUSTOMER has had ample opportunity to examine models or samples of the goods to the extent that the CUSTOMER desires to do so, and the CUSTOMER affirms that the choice to purchase the specific type or model of goods described in the Contract was made by CUSTOMER.

ARTICLE 15 – DISCLAIMER ON AIRBORNE CONTAMINATES, FUMES, ETC.

Customer acknowledges that in order for HORNE to install the product there will unavoidably be airborne contaminants, fumes and other installation byproducts/ materials that may be harmful or cause allergic reactions to customers, nevertheless CUSTOMER understands and agrees that HORNE does not warrant against the presence of installation byproducts/materials that may cause allergic reactions or adverse health conditions within the CUSTOMER'S Residence, and HORNE will not be responsible for any damages caused or allegedly caused by installation, including but not limited to, property damage, lost value, or any adverse health effects or conditions to CUSTOMER, CUSTOMER'S pets, or CUSTOMER'S visitors. All implied warranties, including any implied warranty of workmanlike construction, any implied warranty of habitability, or any implied warranty of fitness for a particular purpose, are waived and disclaimed by CUSTOMER to the fullest extent permitted by law, and CUSTOMER agrees to indemnify, defend and hold HORNE harmless for any such issues as may occur on the Property. This duty to indemnify, defend and hold HORNE harmless shall survive the sale. CUSTOMER shall also inform HORNE, no later than seven (7) business days prior to installation of product of any known pre-existing health conditions in writing.

ARTICLE 16 - LATE CHARGES

In the event that the contract price is not paid within 10 days prior to the scheduled installation date, CUSTOMER shall pay a late fee on the sums due at a rate of 1.5% per month. CUSTOMER agrees to pay to HORNE any and all costs incurred by HORNE in collecting amounts due from CUSTOMER, including late charges, which cost include, but are not necessarily limited to, collection agency fees, court costs, and attorney fees. In addition, HORNE'S Warranty within Article 13 of this Contract does not apply to customers who have an outstanding balance owed to HORNE for services rendered in terms of this Contract.

ARTICLE 17 - DISPUTES

Any dispute arising out of or relating to this Contract or its breach that cannot be resolved in the normal course of business will be submitted to mediation. The parties will be required to engage in a good-faith effort to settle the dispute by mediation as a condition precedent to the institution of arbitration, litigation, or other binding adjudication. The mediation will be confidential. Unless agreed among all the parties or required to do so by law, the parties and the mediator will not disclose to any person who is not associated with participants in the process any information regarding the process, contents, settlements terms, or outcome of the proceeding.

Should mediation be insufficient to resolve a dispute the parties, such claims or disputes shall be subject to and decided by arbitration in accordance with, and at HORNE's option, the Construction Industry Arbitration Rules of either the West Michigan Chapter of the Better Business Bureau or the American Arbitration Association, unless the parties mutually agree otherwise. A demand for arbitration shall be filed in writing with the other party to this Contract. Such demand for arbitration shall be made within ninety (90) days after the claim or dispute has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim or dispute would have been barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be final, and the judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. Nothing herein shall be deemed a waiver of HORNE's right to file a Claim of Lien under Michigan's Construction Lien Act, MCLA 570.1101 et seq. In the event a lien is filed, the validity of the item and determination of the lien amount may be decided by arbitration as set forth above, and a judgment of foreclosure based upon the lien may enter against the property in a court of appropriate jurisdiction.

ARTICLE 18 – GOVERNING LAW

This Contract is governed by and shall be construed in accordance with the laws of the State of Michigan, without reference to its conflict-of-law provisions.

ARTICLE 19 - SEVERABILITY

If any one or more of the provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provision of this Contract shall not be affected.

ARTICLE 20 - MERGER AND ENTIRE AGREEMENT

This Contract constitutes the sole and complete agreement between CUSTOMER and HORNE, and no statement, representation, or agreement, written or verbal, not appearing on this Contract shall be enforceable, except for Change Orders prepared on a form furnished by HORNE and signed by HORNE and CUSTOMER or their duly authorized agent. This Contract shall be binding upon and shall inure to the benefits of the heirs, administrators, executors, successors and assigns of the parties hereto.

21. Counterparts and/or Multiple Originals. This agreement may be executed in several counterparts and/or multiple originals, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this agreement, facsimile, e-mail scanned, and pdf signatures, as well as e-signatures and those signed by way of an electronic device such as an iPad, shall be considered the same as original signatures and shall be treated as valid and binding upon the parties.

CUSTOMER'S VERIFICATION OF AGE OF RESIDENCE PURSUANT TO 40 C.F.R. 745 - LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES

I, _____ (Customer), as owner of the Property hereby certify the age of the residence as follows.

The residence was constructed in _____ (year). Please list, describe and provide the date of any subsequent alterations, repairs, or remodels of any area affected by the renovation which is the subject of this agreement:

I certify the age of the residence based on _____ personal knowledge or _____ the result of an investigation. If certification is based on the result of an investigation, please briefly describe the investigation type and source of knowledge for the determination of the age of the residence and subsequent repairs, additions, remodels:

This certification is provided pursuant to 40 C.F.R. 745 Lead-Based Paint Poisoning Prevention in Certain Residential Structures and intended to ensure compliance with same.

CUSTOMER'S signature

Date

SPECIAL SITE CONDITIONS OR CUSTOMER CONCERNS:

SPECIFIC PROVISIONS:

DOOR THRESHOLDS

The thresholds on entry doors and sliding glass doors are treated with a clear finish regardless of the color of the door.

EXISTING WINDOW & DOOR TREATMENTS

Pella Windows & Doors by Horne will make every attempt to reapply any existing window or door treatments using existing hardware and/or mounting fixtures provided to the installation team at the time of installation. However, because your windows and doors could be slightly different, your existing treatments may not fit correctly. Because of this, PELLA WINDOWS & DOORS BY HORNE CANNOT GUARANTEE THAT YOUR EXISTING TREATMENTS WILL FIT PROPERLY. The application and/or purchase of new window or door treatments will be the sole financial responsibility of the homeowner in the event that existing treatments cannot be reapplied.

PRE-FINISHED TRIM

If you, the CUSTOMER, have selected pre-finished trim as part of your project, you are acknowledging that the application of the trim will result in nail holes that WILL remain visible.

PHOTO RELEASE

Customer grants HORNE the right to take photographs of the Property in connection with this Project. CUSTOMER authorizes HORNE, its assigns and transferees to copyright, use and publish the same in print and/or electronically. CUSTOMER agrees that HORNE may use such photographs for any lawful purposes such as publicity, illustration, advertising and web content.

I, THE CUSTOMER, ACKNOWLEDGE RECEIPT OF THE RETAIL SALES AND INSTALLATION AGREEMENT INCLUDING ARTICLES 1-21, SPECIFIC PROVISIONS AND THE NOTICE OF CANCELLATION.

Signature

Date

☐ Project Checklist has been reviewed_____
Customer Name (Please print)_____
Pella Sales Rep Name (Please print)_____
Customer Signature_____
Pella Sales Rep Signature_____
Date_____
Date_____
Credit Card Approval Signature**Order Totals**

Taxable Subtotal	\$12,836.47
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$3,873.53
Total	\$16,710.00
Deposit Received	\$0.00
Amount Due	\$16,710.00

Lead Safe Installation Customer Performance Expectations

In order to ensure a proper Lead Safe Installation, it is essential that we have you complete the below tasks prior to your installation:

- ☐ ALL furniture needs to be moved at least 8 feet away from any window or door being replaced
- ☐ ALL personal items, wall hangings, and collectibles must be removed prior to your installation date
- ☐ All blinds and any interior window treatments need to be removed prior to your installation date
- ☐ Any non-movable furniture (for example: pianos, entertainment centers, built in cabinets, etc) must be cleared of items and be surface dusted prior to installation
- ☐ You will be responsible for replacing all furniture and personal items after your installation
- ☐ Other items: _____

What to Expect the Containment/Work Area to Look Like

- ☐ In order to ensure your safety, we will be taking measures to minimize dust / debris does not spread beyond our work area. This may include the use of plastic sheeting on the floors and/or walls, caution signs, sealing of heating and cooling air vents, and asking that you turn off your HVAC system during our work.
- ☐ During your Lead Safe Installation, you may also see your installation professional wearing Personal Protection Equipment.
- ☐ For your own safety, we are not permitted to allow you inside the work area during the removal of your current product or the installation of your new windows / doors.

By signing the form below, I am affirming that I understand all the expectations noted above and that I have agreed to have all items completed prior to my installation commencing. I understand that failure to have these items completed will result in the re-scheduling of my installation and that my installation date will be scheduled for the next available date.

Customer Signature

Date

Pre-Renovation Form

Occupant Confirmation

Pamphlet Receipt

_____ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

_____ **Declined** - I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

_____ **Unavailable for signature** - I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by:

(Fill in how pamphlet was left)

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Delivery

Unit Address

Note Regarding Mailing Option -- As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. Mailing must be documented by a certificate of mailing from the post office.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	CONTACT NAME: Nicole VanSetters PHONE (A/C, No, Ext): 616-222-5466 E-MAIL ADDRESS: Nicole_VanSetters@ajg.com	FAX (A/C, No): 616-233-0923
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Westfield National Insurance Company		24120
INSURED Horne Building Specialties, Inc c/o Pella by Horne 2120 Oak Industrial Drive NE Grand Rapids, MI 49505		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 464625991**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			CMM376100F	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CMM376100F	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CMM376100F	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids MI 49546		CONTACT NAME: PHONE (A/C, No, Ext): 616-575-2369 E-MAIL ADDRESS: info@insuredwithcollins.com		FAX (A/C, No): 616-942-1118
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Accident Fund National Insurance Company		12305
INSURED Horne Building Specialties Inc DBA Pella by Horne 2120 Oak Industrial Dr. NE Grand Rapids MI 49505		HORNBUI-01		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 83061495**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	AF WCP 100082969	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Workers Compensation Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MEMORANDUM

TO: Historic District Commission
City of Saugatuck

FROM: David M. Jirousek, AICP
Consulting Planner

DATE: September 3, 2024

RE: Historic District Permit Application, City of Saugatuck: Village Square Park Sign

REQUEST: The City of Saugatuck, in conjunction with the Saugatuck-Douglas History Center, proposes to install an interpretive history sign on City property within the Village Square Park.

BACKGROUND: The subject property is located within the City Center C-1 zoning district and the Historic District. A secondary sign will also be placed within the city, although outside of the Historic District.

APPLICABILITY: A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within the Historic District (§ 152.03).

COMPLETENESS REVIEW: All applications to construct, alter, repair, move, or demolish any structure or install or alter any signage or fence structure in a historic district shall include the supporting plans and documents as specified by § 152.07 B. The applicant provided sign specifications and the proposed location.

§ 152.07 D. GUIDELINES:

- 1. In reviewing applications and plans submitted under this chapter, the Commission shall follow U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures as set forth in 36 C.F.R. part 67, as amended. Additional guidelines may be developed and followed if they are equivalent in guidance to the Secretary's standards and guidelines and are approved by the Center. Any additional guidelines must be adopted by the Commission and approved by the City Council. In reviewing applications and plans, the Commission shall also give consideration to:*

- a. *The historical or architectural significance of the resource and its relationship to the historic value of the surrounding area.*
 - b. *The compatibility of the exterior of the structure and the space around it with the visual or historical context of the surrounding area.*
 - c. *The impact of the exterior of the structure and the space around it on the village/rural character and contextual aesthetic of the city.*
 - d. *Other factors which the Commission considers to be pertinent.*
2. *In exercising its authority to approve or deny an application under this chapter, the Commission shall exercise its educated judgment on a case-by-case basis in interpreting these guidelines and the following the applicable standards.*

Comments: The proposed interpretative sign will be an important source of information for residents and visitors. The sign has been designed with careful consideration to ensure it is compatible with and appropriate for the historic character of the district. The color palette, font choice, and materials have been selected to complement the area, ensuring that the sign will not detract from the visual integrity of the community. Additionally, the scale and placement of the sign have been thoughtfully planned to harmonize with the surrounding structures and streetscape.

RECOMMENDATION: If the HDC determines that the applicable standards of the Historic Preservation Review Guidelines are met, the following motion may be used.

I move to approve the proposed sign in accordance with the plans and details submitted within the application materials. Approval shall be subject to the following conditions (if applicable):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Commission Review Fee: \$250
Administrative Review Fee: \$50



Historic District Permit Application

LOCATION INFORMATION

APPLICATION NUMBER _____ - _____

Address No Address - Village Square Park - Butler St / Main St

Parcel Number 57-300-ROW / Public Square of Kalamazoo Plat

APPLICANTS INFORMATION

Name City of Saugatuck Address / PO Box 102 Butler / PO BOX 86

City Saugatuck State MI Zip 49453 Phone 269-857-2603

Interest In Project City Manager E-Mail rcummins@saugatuckcity.com

Signature [Signature] Date 8-26-24

OWNERS INFORMATION (IF DIFFERENT FROM APPLICANTS)

Name _____ Address / PO Box _____

City _____ State _____ Zip _____ Phone _____

E-Mail _____

I hereby authorize that the applicant as listed above is authorized to make this application for proposed work as my agent and we agree to conform to all applicable laws and regulations of the City of Saugatuck. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect conditions, before, during, and after the proposed work is completed.

Signature _____ Date _____

CONTRACTORS/ DEVELOPERS INFORMATION (UNLESS PROPOSED WORK IS TO BE DONE BY THE PROPERTY OWNER)

Name Saugatuck Douglas History Center Contact Name Eric Gollanek

Address / PO Box PO Box 617 City Douglas

State MI Zip 49406 Phone 269-857-5751 Fax _____

E-Mail director@mysdhistory.org

License Number _____ Expiration Date _____

PROPERTY INFORMATION

Depth See Plan Width See Plan Size See Plan Zoning District City center Current Use Park / Recreation

Check all that apply: Waterfront _____ Dunes _____ Vacant _____

PROJECT DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

The Saugatuck-Douglas History Center is requesting permission to install two more historical markers. One of the new markers is proposed for Village Square Park within the historic district. Details of the markers and locations are attached.

The markers are the same as others approved for other parts of the district. Staff believes the markers are compatible with the visual and historical context of the surrounding area and will not negatively impact the space, character, or contextual aesthetic of the City. Staff believes the markers will actually enhance the district with historical information.



Historic District Application

Application # _____ - _____

HISTORIC DISTRICT REQUIREMENTS (SECTION 152.07)

Pursuant to Section 152.07, please attach the following supporting documents when applying for historic district approval if applicable:

Y N NA

- | | | | |
|-------------------------------------|--------------------------|-------------------------------------|---|
| ☒ | ☐ | ☐ | Photographs of the structure and its relationship to adjacent structures. |
| ☒ | ☐ | ☐ | A plot plan with the placement of the proposed addition, or location of fencing to be constructed. |
| ☒ | ☐ | ☐ | Elevation drawings of the exterior of the structure or improvements. |
| ☒ | ☐ | ☐ | Samples of all proposed exterior finishes and materials. |
| ☒ | ☐ | ☐ | Photographs showing, in detail, the problem areas to be addressed during the proposed repair or alteration. |
| ☒ | ☐ | ☐ | A scale drawing of all proposed signage, including design, lettering style, type of illumination (if any), placement or location on the lot or building, and the type of support(s) for the sign(s). |
| ☐ | ☐ | ☒ | If an application for signage is made by tenants of a building located within a historic district, the tenants must obtain written permission from the building owner to install or alter the proposed sign(s). |
| ☒ | ☐ | ☐ | Plot plan showing the following: |
| ☒ | ☐ | ☐ | Current location, shape, area and dimension of the lot. |
| ☒ | ☐ | ☐ | Current site improvements (including structures, sidewalks, decks, streets, fences, etc). |
| ☐ | ☐ | ☒ | Proposed improvements and distances from other improvements or property lines. |
| ☒ | ☐ | ☐ | Proposed and/or current yard, open space and parking space dimensions and calculations. |
| ☐ | ☐ | ☒ | Location of any flood plains, watersheds, wetlands, easements, critical dunes, or other applicable features. |
| ☒ | ☐ | ☐ | Description of proposed use and of the building (dwelling, structure, barn, garage and the like) or improvements. |
| ☒ | ☐ | ☐ | Detailed written description of the activities related to the proposed use and/or improvements. |

OFFICE USE ONLY:

Application Complete _____ Fee Paid _____ Date Paid _____

Notes: _____

HISTORY LIVES HERE HISTORICAL MARKER PROJECT

The Saugatuck-Douglas History Center is launching a new historical marker program, placing permanent interpretive markers across Saugatuck-Douglas in the spring of 2022.

From logging to ship building to the Big Pavilion, each seven-foot tall steel marker will be erected on the spot where history happened. Rich in images and interpretive content, the markers will engage residents and visitors alike.

- V-shape design to minimize footprint, maximize area site lines, withstand wind, and allow ease of clean out by grounds crew.*
- Concrete base with bolt-on structure for easy ground crew mowing/trimming, and ease of replacement in future years.
- Two affixed history graphic panels on the two outer walls, 24" wide by 48" high, 35" off the ground for ease of reading.

*design and placement input provided by City Manager and DPS/DPW

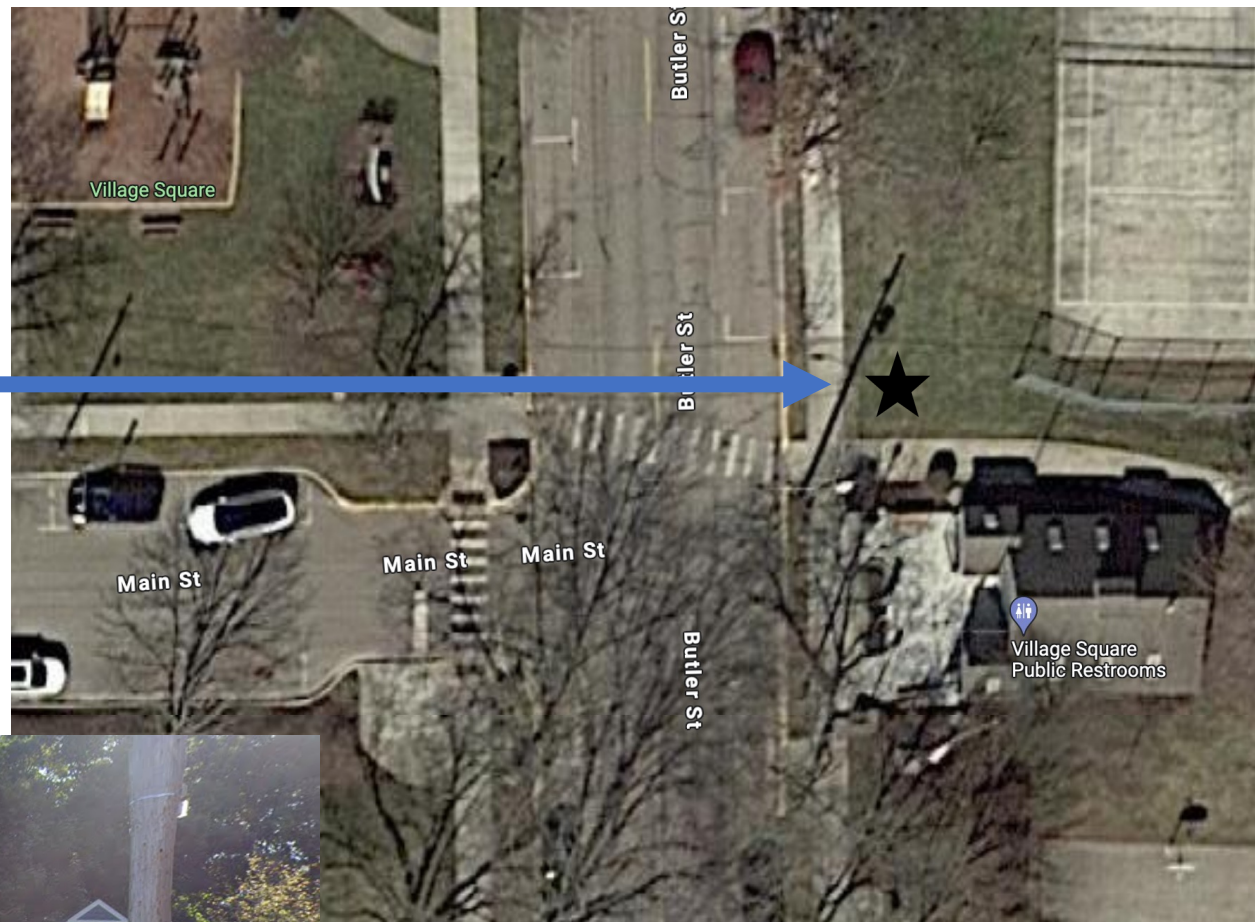
This report presents details on the placement and form of the two permanent interpretive markers planned for September of 2024 installation.

The project team selected sites for the third year of this program and now seeks input from the City of Saugatuck Department of Public Works staff and the City Manager.

Each sheet in this packet illustrates proposed marker locations on a satellite photograph as well as providing a site photograph.



Village Square marker site



Ferry Landing marker site

