



City Council Agenda Item Report

FROM: Michelle Gibson- Administrative/Project Coordinator
Scott Herbert- Public Works Superintendent

MEETING DATE: March 23, 2026

SUBJECT: Oval Beach Ticket Booth Damage- Insurance Claim & Repair Authorization

DESCRIPTION:

During snow removal this winter, the Oval Beach ticket booth sustained damage from a snowplow. An insurance claim was submitted, and the insurance adjuster from Michigan Municipal League has issued payment based on the following breakdown:

- Estimate: \$24,207.98
- Less Sales Tax: \$878.62
- Subtotal: \$23,329.36
- Less 20% Depreciation: \$4,665.87
- Deductible: \$500.00
- Total Payment Issued: \$18,163.49

Upon completion of repairs and submission of final invoice, the remaining depreciation amount will be released to the City.

Multiple contractors were contacted to provide proposals including Saylor Builders, Van Dam & Krusinga, and Lakefront Roofing & Construction. Bids that were received were sent to MML for review. Van Dam & Krusinga never submitted a bid, even after multiple follow up emails. Saylor Builders submitted an incomplete bid, excluding the interior windows. Multiple attempts were made to secure a complete bid with no luck. The insurance adjuster decided to proceed with Lakefront's proposal so repairs can be completed prior to the Memorial Day opening.

Insurance will cover the cost of repairs, less the City's \$500 deductible.

BUDGET ACTION REQUIRED:

A future budget amendment will be required, as the current Capital Outlay allocation was designated for the Mt. Baldhead restroom project and does not include this unanticipated expense. The amendment will reflect the Oval Beach ticket booth repair costs within the Oval Beach department, along with corresponding insurance proceeds recorded as offsetting revenue, less the \$500 deductible.

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve the repair of the Oval Beach ticket booth by Lakefront Roofing and Construction, with costs to be reimbursed through insurance less the \$500 deductible.



Lakefront Roofing & Exteriors LLC
1635 76th St.
South Haven, MI 49090
Phone: 888-766-3014

03/19/2026
Claim Information

Company Representative
Jason Avery
Phone: (269) 370-3143
j.avery92@yahoo.com

Michelle Gibson
City of Saugatuck
690 Perryman Street
Saugatuck, MI 49453
(269) 767-4943

Job: 3857: Michelle Gibson

Masonry Section

- This estimate is for damage repair to Oval Ticket Booth. It is written to replace all damage as building was prior to accident. Any changes is due to products not being available
- Remove and dispose of damaged siding, Roller shield, window. Stripping damaged side to expose all block, in order to inspect wall.
- Inspect for any damage not seen with materials in the way.
- Remove 5-6 Damaged cinder blocks and replace with new. Securing in place with bed joints and head joints.
- Install new furring strips
- Install 3 New Alliance single windows
- Install 3 New roller shield
- Install new trim
- Install new Hardie siding
- Install new custom stone Sill Cap.(Provided by Terry's Precast)
- Paint whole building to give freshened look.
- Install lights that was saved
- All materials, labor and permits included
- If bad or rotten wood is discovered, it will be replaced at a price of \$2.50 per sq ft for 1/2" Sheathing or \$3.00 per sq ft for 3/4" Sheathing.
- Clean up all job related debris
- Our Crews are licensed and insured.
- Crews will maintain safety requirement at all times during the construction process

This estimate is valid for 60 days from the date the estimate was given

For more information about what we have to offer, including financing, visit <http://www.lakefrontroof.com>

	Qty	Unit
Three Man Crew Labor	25.00	HR
Dumping fees	10.00	SQ
Delivery Charge	1.00	EA
Permit Fee for Jobs 25k to 30k	1.00	EA
Windows From Eikenhout	3.00	EA
Exterior Siding and stone Eikenhout	1.00	EA
Roller shield	3.00	EA
Lumber and materials needed for over block exterior	1.00	EA
Paint	1.00	EA
Window Installation 1 Story	3.00	EA
Interior Trim per ft Easy	40.00	LF
Terry's Precast	10.00	EA

TOTAL

\$23,329.36

If any structural repairs are needed, there will be an extra charge of materials and labor with labor being billed at \$110 per man hour. There will be a 2% processing fee for all credit card transactions. The 5 Star Sure Start warranty is not included with skylights. Manufacturer's warranty **ONLY** on skylights. Workmanship warranty is 2 years for all new skylights. No workmanship warranty if existing skylights are reused on roof job.

Buyer's Right to Cancel: If you do not want the goods or services in this contract, you may cancel this Contract by mailing a notice to the Company. This notice must say that you do not want the goods or services and must be mailed before midnight of the Third (3rd) business day after you sign this Contract. The notice shall be deemed effective when postmarked, by first class mail, United States Postal Service. This notice must be mailed to 1635 76th Street, South Haven, MI 49090.

Limitation of Damages: There are no implied warranties of merchantability or the fitness for a particular purpose in connection with any sale of the products under the Contract. The only warranties applicable to such sales shall be with those expressly set forth in writing by the Company. Such express warranties shall be in lieu of any other warranties, whether express or implied. The Company's liability for any defective products or service or damages caused by the same, shall be limited to replacing the Product. Under no circumstances shall the company be liable for incidental or consequential damages related to the defective Products or service. The Company is not responsible for a satellite dish losing its signal. Your service provider will need to adjust for signal when the Company's work is complete at the homeowner's expense. The Company is not responsible for any damage to your driveway or sidewalk.

Payment Terms:
50% deposit is required at the start of the project. Balance due upon completion.
50% Deposit is required upon agreement when there are any special order items.

We encourage you to look into our company using the following resources:

We install every roof using the Certainteed Integrity Roof System. Click the link to learn more about our installation process.
[Certainteed Integrity Roof System](#)
We care about protecting your property! We use the Equipter on most of our roofing projects. Click the link to learn more about the Equipter.
[Equipter No Roof/No Mess Video](#)
Check out our customer track record with Certainteed by clicking on the link below. Once you get to the site, click on residential roofing and enter your zip code. You should see us at the top of the list!
[Customer Track Record](#)

Company Authorized Signature	Date
Customer Signature	Date
Customer Signature	Date



Saylor Builders LLC
 1297 Lincoln Road
 Allegan, MI 49010
 Phone: (616) 426-9005

Company Representative
 Joshua Commans
 Phone: (616) 681-1301
 joshua@saylorbuilders.com

Michelle Gibson
City of Saugatuck
 690 Perryman Street
 Saugatuck, MI 49453
 (269) 224-9504

Exterior Renovation Section

	Qty	Unit
Siding - Remove Existing Siding Tear off existing siding from damaged face of building.	1.00	SF
Repair Brick Ledge Remove existing brick ledge and replace with new cap pieces. Mortar in place as needed.	1.00	EA
Repair Block Wall	1.00	EA
Window Replacement Install 3 Wayne-Dalton Aluminum roll-up windows (approx. 30"x48")	3.00	EA
Install new Fiber Siding	1.00	EA
Replace or repair Exterior Lights	1.00	EA
Replace Damaged Trim pieces	1.00	EA
		\$19,900.00

TOTAL **\$19,900.00**

Starting at **\$328/month** with **Acorn** FINANCE • **APPLY**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

1. Project Provisions

- Guideline: The project will be constructed in strict conformance to the plans and specifications which have been examined and approved by the owner.
- Compliance: The project will be completed in strict compliance with all laws, ordinances, rules, and regulations of the applicable government authorities.
- Control: The agreement plans and specifications are intended to supplement each other. In case of conflict, the plans will control the specifications and the agreement provisions will control both.
- Change Orders: As directed by the owner, construction lender, public body, or inspector, any alteration or deviation from the specifications that involves extra cost (subcontract, labor, and materials) will be executed only upon the parties entering into a written change order. Expense incurred because of unusual or unanticipated conditions will be paid for by the owner. **Full payment of a change order is due upon agreement and signing of the change order.**
- Allowances: If the agreement price includes allowances, and the cost of performing the work is greater or less than this allowance, then the agreement price will be adjusted accordingly.

2. Financial Rights and Responsibilities

- a. Labor and Material: Contractor will provide and pay for all labor and materials necessary to complete the project. Contractor is released from this obligation for expenses incurred when the owner is in arrears in making progress payments.
- b. Permits: Contractor will obtain and pay for all required building permits and licenses.
- c. Taxes, Assessments, and Charges: Taxes, special assessments of all descriptions, and changes made required by public bodies and utilities will be paid for by the owner.

3. Owner's Rights and Responsibilities

- a. Cancellation: Owner has an unconditional right to cancel the agreement without penalty or obligation, until midnight of the third business day after the agreement was signed. Cancellation must be done in writing. Upon cancellation, and property traded in, any payments made under this agreement, and any negotiable instrument executed will be returned within 10 business days following receipt by the Contractor of cancellation notice.
- b. Property Lines: Owner shall locate and point out property lines to the contractor. Contractor may, at his option, require the owner to provide a licensed land surveyor's map of the property.
- c. Liens: Failure to pay persons supplying materials or services according to the terms of the agreement may result in the filing of mechanic's liens on the affected property. Owner has the right to ask the contractor for lien waivers from all persons supplying these materials or services. In the event any mechanic's lien is filed through no fault of the owner, then the contractor agrees to take all steps necessary for the release and discharge of such lien, within five (5) days of the mechanic's lien filing.
- d. Insurance: Owner will maintain property damage insurance at least equal to the agreement price.
- e. Damage to Project: Contractor will not be responsible for any damage caused by the owner, or other causes beyond the control of the Contractor. Owner will pay for any restoration work for damage caused by the owner, or other causes beyond the control of the Contractor.

4. Contractor's Rights and Responsibilities

- a. Delay: Contractor will be excused for any delay beyond his reasonable control. These delays may include but are not limited to: Acts of God, labor disputes, inclement weather, acts of public authority, acts of the owner, supplies or supplier delay, or other unforeseen contingencies.
- b. Right to Stop Work: if any payment under the Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with the applicable lien laws.
- c. Substitution of Materials: Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
- d. Salvage: All salvage resulting from work under this agreement is to be retained by the Contractor unless other agreements are contained in the written specifications.
- e. Insurance: Contractor will maintain comprehensive public liability insurance.

5. Completion of Project

- a. Notice: Owner agrees to sign a Notice of Completion within 5 days after completion of the project. If project passes final inspection and the Owner does not sign the Notice, the Contractor may act as Owner's agent and sign the Notice.
- b. Clean-up: Contractor is responsible for removing debris and surplus material from the property, and leaving the property in a neat and orderly condition.

6. Conflict Provisions

- a. Arbitration: Any controversy or claim arising out of this Agreement that cannot be resolved is subject to arbitration, with an arbitrator of mutual agreement, and all parties (including Owner, Contractor, Architect, and Sub-Contractors) are bound to this arbitration. If any party does not appear at arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party(ies) that do participate.
- b. Attorney fees: If either party becomes involved in litigation arising out of this Agreement, the court shall award costs/expenses including attorney fees to the party justly entitled to them.
- c. Limitations: No action related to this project may be made by either party against the other more than 2 years after completion of work.

7. General Provisions

- a. Notice: Any notice required to or permitted under this Agreement may be given by certified or registered mail and the address contained in the Agreement.
- b. Prohibition of Assignment: Neither party may assign this agreement or payment due under this agreement without the written consent of the party.
- c. Qualifications: This document constitutes the entire agreement of the parties. No other agreements exist. This agreement can be modified only by written agreement signed by both parties.
- d. Governance: This agreement shall be construed in accordance with, and governed by, the laws of the state in which the project is located.

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Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date