

# AGENDA

Henika District Library  
Building & Grounds Committee Meeting  
March 25th, 2024 at 4:15pm

**I. Call to Order**

- A. Members Present:
- B. Members Absent:
- C. Staff Present:
- D. Guests:

**II. Approval of Agenda**

**III. Community Opportunity to Address the Committee**

**IV. Approval of Meeting Minutes**

- A. February 2023 Building & Grounds Committee Minutes

**V. Unfinished Business**

- A. Parking Lot Expectations

**VI. New Business**

- A. Grant Opportunities
  - 1. Facade Grant
  - 2. Sign Grant
- B. Brainstorming

**VII. Around the Table**

**VIII. Adjournment**

# MINUTES

Henika District Library

Building/Grounds Meeting

February 12, 2024: 4:30pm

- I. Call to order at 4:31pm by. T. Fryling
  - A. Members Present: Meghan Augustin, Suzy Byville, Tami Fryling, Gary Marsh
  - B. Members Absent: none
  - C. Staff Present: Cierra Bakovka – Director
  - D. Guests: none
- II. Approval of Agenda: motioned by Augustin, seconded by Byville. All yes, motion passed.
- III. Community Opportunity to Address the Committee: No one present
- IV. Approval of November 2023 Meeting Minutes: motioned by Fryling , seconded by Augustin with a couple of typographical corrections . All yes, motion passed
- V. Unfinished Business
  - A. Parking Lot Update – Real estate transaction officially closed so parking lot is now property of Henika District Library as of 2/7/2024. As this is officially no longer public parking, decisions will need to be made regarding neighboring businesses using spaces. Options discussed: posting signs, especially closest spaces to library and handicapped spaces; providing neighboring businesses with official notification; option that spaces should not be open to neighboring businesses during library regular hours, but permitted after library hours. Professional communication is essential to maintain friendly neighbor relationships as signage may not be well received. Agreed that official notification needs to happen prior to any signage. Recommendations for official

notification to go to Board in near future, including having a policy for enforcement.

1. Tabled until next Building meeting pending Cierra getting input from local libraries and policy is written.
2. Plowing update- Per Wayland City Manager, if the closing date went into February, they would assume the plowing for the remainder of this winter.

Will monitor.

#### B. Triangle Update

1. Discussion held with Triangle representatives on 2/7/24 with 2 options presented for new addition. Both options involve building off the 1960's addition of current library, with or without keeping current addition. Triangle is trying to obtain clarification from Historical society to determine if 1960's addition can be modified or is considered part of the 'historical site'. Building committee asked for one more option that will be 2 stories and preserve more green space. No decision made at this time. Once 3<sup>rd</sup> option is presented to Building committee by Triangle, final decision will be taken to Board. Current options were approximately 9000 sq ft added as one level.

2. Point of discussion about removing current 1960's addition creating a situation of just putting more back on and costing more, realizing that the reason for taking off the addition will address the 'split-level' situation as well as modernizing any new space. Future discussion need to be held once 3<sup>rd</sup> option received from Triangle and Historical Society gives their input.

#### VI. New Business

A. Cleaning Services: Concerns raised about quality of current cleaning company. Current company sub-contracts and we are on 3<sup>rd</sup> team in 5 years. Concerns have been communicated to parent company, including 'no-show/no-call', obvious dirty

walls/floors remain after cleaning. Per research, locally it is becoming a common practice to hire a 'dedicated' employee to take over these services. Financially, current company costs \$6,600 per year. Per various local libraries, several titles are used, varying hours are utilized, salary range (for part-time with no benefits) vary. Would require workers compensation however that is minimal cost.

a. Under consideration

- i. Salary range \$15.00 to \$20.21 per local comparison, \$120 - \$303.15/week
  1. \$17.00 - \$21.00 recommended per *INDEED*. Agreed upon by committee members.
  2. our staff is currently \$13.50 - \$16.97
- ii. Job description (to include minor maintenance) - needs to be written by Cierra.
- iii. Job title: "Custodian" agreed upon by committee members
- iv. Hourly requirements 8 – 12 hrs/week agreed upon
- v. Outside of 'open' hours – agreed upon
- vi. OSHA training requirements clarification by Cierra
- vii. Clarification of procedures/expectations of services. Reviewed at Building committee meeting, minor changes made.
- viii. Ownership of cleaning supplies (chemicals and equipment) would be by Library (no alternate options)
- ix. When to post position. Current company is on a month to month basis. Official notice to current company after new hire accepts offer.

B. Furnace and Air Conditioning – when general maintenance was performed November 2023 by DeWeerd, recommendations made to start considering getting new equipment.

- a. Currently have a furnace (in original basement) and A/C (on North side of building) to each portion of Library. Put in in 1995 and 1996.
  - b. Have a quote from DeWeerd (in Wayland) for all 4 units = \$21,975.
  - c. No repairs have been required in past 3 years.
  - d. Discussion about options. Split opinions. Triangle stated they would be updating heating and A/C at time of construction. Cierra to get clarification from Triangle on what will be done at time of expansion. Either way, money needs to be available in case of emergency breakdown or repairs. Currently available in the budget. Tabled until further information obtained.
- C. Review Survey Results- Reviewed. Reinforced many previous assumptions. Overall very positive and nearly 50% would support some type of milage. Many requests for more space, more parking, dividing study/ready areas. Agreed with prior community survey done by planning committee in 2022. Findings to be presented to Board on 2/13/24. Further decisions pending anticipated expansion plans.

## VII. Around the Table

Gary: Overall negative about committee's ability to make quick decisions.

Meghan: Positive about overall progress of library and committee.

Tami: Committee tends to spend a lot of time on solving problems than we have no control over; i.e. how neighboring businesses will feel about parking spaces. Otherwise, still positive overall about how much work is being accomplished.

Cierra: no comment

Suzy: So much covered and progress made.

VIII. Adjournment Meghan/Suzy 6:55pm

## RE: [Michlib-I] Parking Lot Expectations

**LW** lwaskin@superiordistrictlibrary.org

Mon, 26 Feb 2024 12:25:02 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

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Cierra,

We have eight libraries and they are all a little bit different, but at our largest library, we have a section designated for staff only, a handicapped space, a Veterans space, and a curbside space. Usually most people are pretty good about following the signs, but it is not perfect. Occasionally we have had to ask people to move cars if they park in such a way as to block access for our delivery drivers, but for the most part it's not too bad. Four of our libraries are in schools, so they have their own rules about parking and the other three non-school public libraries are small enough that we have ample parking space for all the staff and patrons luckily.

Let me know if I can answer any other questions you may have more specifically and congrats on getting parking. Always a bonus.

Lisa

Lisa Waskin, District Director  
Superior District Library  
541 Library Drive  
Sault Sainte Marie, MI 49783  
Ph. (906) 632-9331  
[lwaskin@superiordistrictlibrary.org](mailto:lwaskin@superiordistrictlibrary.org)

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**From:** Michlib-I <[michlib-l-bounces@mcls.org](mailto:michlib-l-bounces@mcls.org)> **On Behalf Of** Cierra Bakovka via Michlib-I

**Sent:** Monday, February 26, 2024 12:17 PM

**To:** Michlib-I <[michlib-l@mcls.org](mailto:michlib-l@mcls.org)>

**Subject:** [Michlib-I] Parking Lot Expectations

Hi all,

For those of you that own/manage your parking lot - do you have any rules or expectations (ex: library parking only, staff parking areas, etc)? If so, what are they? We recently acquired our parking lot and the board would like to hear what everyone else is doing. Thank you

### **Cierra Bakovka, MLIS**

She/Her

*Director*

Henika District Library

149 South Main St.  
Wayland, MI 49348  
269-792-2891 ext. 309  
[cierra@henikalibrary.org](mailto:cierra@henikalibrary.org)

## RE: [Michlib-I] Parking Lot Expectations

**LW** lwaskin@superiordistrictlibrary.org

Mon, 26 Feb 2024 12:25:02 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

---

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Lisa

Lisa Waskin, District Director  
Superior District Library  
541 Library Drive  
Sault Sainte Marie, MI 49783  
Ph. (906) 632-9331  
[lwaskin@superiordistrictlibrary.org](mailto:lwaskin@superiordistrictlibrary.org)

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**From:** Michlib-I <[michlib-i-bounces@mcls.org](mailto:michlib-i-bounces@mcls.org)> **On Behalf Of** Cierra Bakovka via Michlib-I

**Sent:** Monday, February 26, 2024 12:17 PM

**To:** Michlib-I <[michlib-i@mcls.org](mailto:michlib-i@mcls.org)>

**Subject:** [Michlib-I] Parking Lot Expectations

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### **Cierra Bakovka, MLIS**

She/Her

*Director*

Henika District Library

149 South Main St.  
Wayland, MI 49348  
269-792-2891 ext. 309  
[cierra@henikalibrary.org](mailto:cierra@henikalibrary.org)



## Re: [Michlib-I] Parking Lot Expectations

**ST** stefr@flatriverlibrary.org  
Mon, 26 Feb 2024 12:27:19 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

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Enforcement is seriously the toughest part of all this, especially when you're downtown. We have a section allocated for staff, but with heavy program days, all bets are off, and we don't enforce. You all are even more at risk of losing your space to non-library users, but if you put signs up, are you prepared to enforce them? I definitely wouldn't bother with anything suggesting penalties, because it's too much trouble, and the rude people will ignore it anyway because they know you won't be able to prove it. Apologies if this isn't helpful. Good luck!

Stef Reed (she/they)  
Director  
Flat River Community Library  
200 W. Judd St.  
Greenville, MI 48838  
(616) 754-6359 Ext. 102  
[stefr@flatriverlibrary.org](mailto:stefr@flatriverlibrary.org)

On Mon, Feb 26, 2024 at 12:20 PM Cierra Bakovka via Michlib-I <[michlib-l@mcls.org](mailto:michlib-l@mcls.org)> wrote:



## Re: [Michlib-I] Parking Lot Expectations

**JG** Joe Gross <jgross@ransomlibrary.org>

Mon, 26 Feb 2024 12:28:07 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

---

Cierra,

Staff at Ransom is expected to park in the back of the lot, leaving closer spots for patrons. When we have large events, we all park on the street.

Cheers,

Joe

Joe Gross  
Director  
Ransom District Library  
www.ransomlibrary.org

On Feb 26, 2024, at 12:19 PM, Cierra Bakovka via Michlib-I <[michlib-l@mcls.org](mailto:michlib-l@mcls.org)> wrote:

Caution External Email

Hi all,

For those of you that own/manage your parking lot - do you have any rules or expectations (ex: library parking only, staff parking areas, etc)? If so, what are they? We recently acquired our parking lot and the board would like to hear what everyone else is doing. Thank you

**Cierra Bakovka, MLIS**

She/Her

*Director*

Henika District Library

149 South Main St.  
Wayland, MI 49348  
269-792-2891 ext. 309  
[cierra@henikalibrary.org](mailto:cierra@henikalibrary.org)

<logo\_summer\_transparent\_background.png>

\*\*\* Caution External Email \*\*\*

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Michlib-I mailing list

## Re: [Michlib-I] Parking Lot Expectations

**OE** OC Elyshia Hoekstra <director@coopersvillelibrary.org>

Mon, 26 Feb 2024 12:33:59 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

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Hi Cierra,

We do not have any regulated parking. However, the post office is next door to the library and last summer they asked if some of their staff could park in our lot while theirs was getting resurfaced. 4 of their employees never stopped parking in our lot (they don't really have enough parking for their staff when the entire fleet hasn't left yet) which has caused a bit of a contention with my staff. They took the same parking spots that my staff uses, and they get here before our plows do during the winter so sometimes the spots they park in don't get plowed (which means they park in other spots that my staff generally parks in). We also had an issue during a few months where one of them would park under the trees off to the side of the lot which isn't a designated parking spot which could have caused a liability if an emergency vehicle might have needed to get in our lot quickly. It is probably nearing the time where I'm going to need to sit down with their supervisor and find a solution. In general, there is enough parking for both their vehicles, ours and our patrons so that isn't the issue, but I don't want to upset my staff needlessly either. In your case, it might be worth nipping the problem in the bud by designating spots before anything like that were to pop up.

Hope that helps,

Elyshia Hoekstra, Director  
Coopersville Area District Library  
333 Ottawa St  
Coopersville, MI 49404  
616-837-6809  
[director@coopersvillelibrary.org](mailto:director@coopersvillelibrary.org)

On Mon, Feb 26, 2024 at 12:20 PM Cierra Bakovka via Michlib-I <[michlib-l@mcls.org](mailto:michlib-l@mcls.org)> wrote:

█

## Re: [Michlib-I] Parking Lot Expectations

**DI** director@lelandlibrary.org  
Mon, 26 Feb 2024 12:34:53 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

Cc "Michlib-I" <michlib-l@mcls.org>

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We are a small town with a very large summer tourist population. Our parking lot gets used by people that are not using the library (and neighboring museum) much to our consternation. We don't have the staff to "patrol" the parking lot to determine where people are going after they park, so we purchased library parking signs (picture attached) which seems to have helped somewhat in making visitors aware, and they do get a chuckle.

Mark

On Mon, Feb 26, 2024 at 12:18 PM Cierra Bakovka via Michlib-I <[michlib-l@mcls.org](mailto:michlib-l@mcls.org)> wrote:



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**Mark Morton**

Director

Leland Township Public Library

203 E Cedar St

PO Box 736

Leland, MI 49654

231-256-9152



☺ **1 Attachment(s)** • [Download as Zip](#)



Parking.jpg

138.1 KB • 

## Re: [Michlib-I] Parking Lot Expectations

**PO** poirierj@aadl.org  
Mon, 26 Feb 2024 12:40:46 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

---

Hi Cierra,

We have a very small parking lot at my library's main location and the parking procedure can be pretty confusing. Here is the procedure:

- To make it so that everybody gets an equal opportunity to use the staff lot, we have primetime and non-primetime hours and assigned parking permits.
- Staff may only park in the staff lot if they have an assigned parking permit.
- Primetime hours are 6:00am-3:45pm Monday-Friday. During primetime hours, only full-time staff is allowed to park as long as it is their assigned day.
- Non-primetime hours are after 3:45pm Monday-Friday and all day on the weekends.
- There are numbered parking spots and reserved parking spots. During primetime hours, reserved parking is for Admin, contractors, visitors for staff, staff in the library for short meetings, etc.
- Everybody who parks in a reserved parking spot during primetime hours besides Admin must sign in with Safety staff at the back door.
- During non-primetime hours, staff may park in the reserved spots if they have an assigned parking permit.
- Full-time staff is assigned a color permit. Each color has assigned days of the week (example: I have a burgundy parking permit. Anybody with a burgundy parking permit can park on Mondays and Wednesdays during).
- Part-time staff has two options: They may choose a city bus pas that would allow them to ride the buses for free. If they choose this option, they do not get a part-time parking permit. If they choose the parking permit, it allows them to park in the lot during non-primetime hours.
- Part-time parking permits have an assigned number instead of a color.

I think that this is it. I know it's a lot so if you have any questions or would like me to clarify anything, feel free to email me anytime. Have a great day!

Jodene

Jodene Poirier  
Executive Assistant  
Ann Arbor District Library  
343 S. Fifth Avenue  
Ann Arbor, MI 48104  
Phone: 734.327.8311

## RE: [Michlib-I] Parking Lot Expectations

HH

hhentz@hamburglibrary.org

Mon, 26 Feb 2024 12:43:49 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

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Hi Cierra,

Congratulation on having your own lot! Our library and parking lot is located in the township complex along with the senior center, police station, township hall, and a lot of recreational areas. We all have our own parking lots, but many times ours is inundated with baseball & softball families. As such, we have a sign at the entrance to our parking lot that says, "Library patron parking only." We honestly have no way of enforcing that, but the sign seems to do the trick. We have not found a need for any other 'rules.'

Good luck -

*Holly Hentz*

Director

Hamburg Township Library

10411 Merrill Rd. P.O. Box 247

Hamburg, MI 48139

810.231.1771

Hamburglibrary.org

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**From:** Michlib-I <[michlib-i-bounces@mcls.org](mailto:michlib-i-bounces@mcls.org)> **On Behalf Of** Cierra Bakovka via Michlib-I

**Sent:** Monday, February 26, 2024 12:17 PM

**To:** Michlib-I <[michlib-i@mcls.org](mailto:michlib-i@mcls.org)>

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**Cierra Bakovka, MLIS**

She/Her

*Director*

Henika District Library

149 South Main St.

Wayland, MI 49348

269-792-2891 ext. 309

[cierra@henikalibrary.org](mailto:cierra@henikalibrary.org)



## Re: [Michlib-I] Parking Lot Expectations

CU

cutlerlibrary@live.com

Mon, 26 Feb 2024 2:56:14 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

---

Hi Cierra,

We do not have any formal rules, although our expectation is that anyone leaving a vehicle overnight (broke down, carpooling from here, etc.) let's us know in advance. The housing commission and low income apartments are on the street behind us. They have their own parking lot and street parking. Very infrequently residents or guests of residents decide to park in our lot instead of their designated area, and if it occurs repeatedly for an extended period of time we ask them not to. We once have a vehicle that appeared to be abandoned--stayed weeks without any visible movement and no one approached the vehicle during our hours of operation--towed under advisement from our local police department. Surprise, surprise, a day or two after it was towed we received a phone call from someone asking about where it went. But I've been here 20 years. That was to my knowledge our only towing; we've only had to talk to a couple of people; and most people will proactively tell us if they need to leave their vehicle overnight (no signage required). We're off the beaten path for any other businesses (two+ blocks from downtown), so other than a lot of Facebook Marketplace meet-ups and after school student pick-ups, there aren't a lot of people using the parking lot that aren't also using the library.

Regards,  
Jessica

T.A. Cutler Memorial Library  
312 Michigan Ave.  
Saint Louis, Michigan 48880  
(989) 681-5141

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**From:** Michlib-I <[michlib-i-bounces@mcls.org](mailto:michlib-i-bounces@mcls.org)> on behalf of Cierra Bakovka via Michlib-I <[michlib-i@mcls.org](mailto:michlib-i@mcls.org)>

**Sent:** Monday, February 26, 2024 12:17 PM

**To:** Michlib-I <[michlib-i@mcls.org](mailto:michlib-i@mcls.org)>

**Subject:** [Michlib-I] Parking Lot Expectations

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### Cierra Bakovka, MLIS

She/Her  
*Director*

Henika District Library

149 South Main St.  
Wayland, MI 49348  
269-792-2891 ext. 309  
[cierra@henikalibrary.org](mailto:cierra@henikalibrary.org)

## Parking Lot

**EH**

ehansen@vicksburglibrary.org

Tue, 27 Feb 2024 1:09:48 PM -0500 •

To "cierra@henikalibrary.org" <cierra@henikalibrary.org>

---

Hello,

We do not have a policy regarding our parking lot, but I can tell you some of the concerns I have. Our parking lot has twelve spots and we lose at least one of those during the winter because of a mound of snow.

1. We have an annual book sale and there have been times when it was hard to find parking for volunteers. Also, residents in the neighboring duplex have complained about patrons parking in their (unmarked) spots.
2. There have been times citizens have used us for overnight parking, which becomes a problem if they do not move their cars by the time we open in the morning.
3. It's not a problem for our library, but at larger libraries I have heard of situation with un-housed people staying in the parking lot in their cars. It's just something to consider if you have a population living in their cars
4. We *\*have\** had people parked in the lot after-hours to use the WiFi. If that's a concern you may wish to ask your I.T. Department to limit the hours your WiFi is functional.

I hope some of this is helpful. You may want to verify your recourse for dealing with difficult situations. This might include forming a relationship with an appropriate towing company, and posting your expectations on signs in the parking lot. Or, it may be good to schedule a meeting with your local police department and ask if the library is on the circuit where cruisers regularly pass overnight.

Best,

**Eric Hansen**

Director

[Vicksburg District Library](#)

[EHansen@VicksburgLibrary.org](mailto:EHansen@VicksburgLibrary.org)

269-649-1648

Message: 1

Date: Mon, 26 Feb 2024 12:17:14 -0500

From: Cierra Bakovka <[cierra@henikalibrary.org](mailto:cierra@henikalibrary.org)>

To: "Michlib-l" <[michlib-l@mcls.org](mailto:michlib-l@mcls.org)>

Subject: [Michlib-l] Parking Lot Expectations

Message-ID:

<[18de66bb4b0.c87e0037662559.5431799774128106599@henikalibrary.org](mailto:18de66bb4b0.c87e0037662559.5431799774128106599@henikalibrary.org)>

Content-Type: text/plain; charset="utf-8"

Hi all,

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## Re: [Michlib-I] Parking Lot Expectations

**BB** Bret Boulter <bboulter@tadl.org>

Thu, 29 Feb 2024 3:04:04 PM -0500 •

To "Mark Morton" <director@lelandlibrary.org>

Cc "Cierra Bakovka" <cierra@henikalibrary.org>, "Michlib-I" <michlib-l@mcls.org>

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We have a back loop for our parking lot that is intended for staff, but the public is not prohibited there. We do have "library only" signs, and since we're adjacent to a popular park and walking trail, our signs have some additional language about those (photo attached). Last summer the overnight parking was starting to be a problem, but the local towing company wouldn't tow someone from our lot until we had signs posted at our parking lot entries, indicating no overnight parking under threat of towing, with the towing company and their phone number listed.

I have those signs but didn't get them in before the ground froze, so they're waiting until better weather. In the meantime, this winter we haven't had any problems with overnighters, and we don't patrol to be sure people aren't parking in our lot and heading over to the park/trail (I know some are doing it, and while we have an extremely busy parking lot, they use a corner that is the last to fill up anyway).

I hope that helps!

On Mon, Feb 26, 2024 at 12:38 PM Mark Morton via Michlib-I <[michlib-l@mcls.org](mailto:michlib-l@mcls.org)> wrote:

█

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Bret R Boulter  
he/him/his  
Facilities Manager  
Traverse Area District Library  
[bboulter@tadl.org](mailto:bboulter@tadl.org)  
231-932-8522 (desk)  
231-409-9656 (mobile)

*Currently reading "The Art of Logic in an Illogical World" by Eugenia Cheng*

☺ **1 Attachment(s)** • [Download as Zip](#)



IMG\_20240229\_145024777\_HDR.jpg

4.8 MB •

**Re: [Michlib-I] Parking Lot Expectations**

**KM** Karen McKinnon <karenm@leightonlibrary.org>

Thu, 29 Feb 2024 3:50:28 PM -0500 •

To "Cierra Bakovka" <cierra@henikalibrary.org>

---

Hi Cierra,

I ask the staff to park on the outside edges of the parking lot. The patrons like the middle of the lot, as it seems to be the easiest to come and go. The Township office staff parks in the parking area that was added when they built their office on the north end of the library building. We have handicap signs, but do not have staff parking signs.

Congrats on the "new" parking area!

**Karen McKinnon, Library Director**

***Leighton Township Library  
Education, Information, Recreation  
4451 12th St PO Box H  
Moline, MI 49335  
(616)877-4143***

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---- On Mon, 26 Feb 2024 12:17:14 -0500 **Cierra Bakovka via Michlib-I** <[michlib-l@mcls.org](mailto:michlib-l@mcls.org)> wrote ---





**CITY OF WAYLAND**  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**FAÇADE IMPROVEMENT PROGRAM**  
**Special Incentive Program – WHILE FUNDS ARE AVAILABLE**

**PURPOSE**

It is a fundamental goal of the Wayland City Council and the Wayland Downtown Development Authority (DDA) to promote economic growth and vitality in the downtown. To that end, the Wayland Downtown Façade Improvement Program has been created to encourage business and property owners to improve and maintain building facades as a means to facilitate economic activity and promote a positive image of downtown.

**SOURCE OF FUNDING**

The program is sponsored by the City of Wayland (hereinafter “City”) and the Downtown Development Authority (hereinafter “DDA”.) The source of funding for the program is tax increment financing revenue made available under Michigan Public Act 197 of 1975 and Ordinance No. 119 as adopted by the Wayland City Council in November, 1988. Annual funding allocations for the program are recommended by the DDA for approval by the City Council. The programs described herein are contingent upon availability of budgeted funds and will be awarded on a first-come, first-served basis.

**DESIGN CRITERIA**

***Façade projects shall reflect architectural renderings presented to and approved by the Wayland Main Street Design Committee. Architectural renderings may be completed by an Architect/Builder/Designer secured by the applicant.***

One approach to façade improvement may be considered:

**1. Rehabilitation**

Based on the City’s commitment to encourage historic preservation as documented in the Wayland Downtown Development Authority’s Development and Tax Increment Financing Plan Update dated February 2014 and approved by City Council April 21, 2014 building rehabilitation is encouraged whenever possible to follow the *Secretary of Interior’s Standards for Rehabilitation* .

The surface cleaning of the structures will be undertaken with the gentlest of means possible. Cleaning methods that damage the historic building materials, particularly sandblasting, shall not be undertaken.

**TYPE OF FINANCING AVAILABLE**

Financial assistance is available in the form of a reimbursement to the property owner/applicant after work is completed. A single distribution of funds will occur per applicant once work is complete. Two programs are available:

1. **Paint Only.** The property owner or tenant may be reimbursed for the cost of paint and labor on a 50/50 basis up to a maximum reimbursement of \$3,000. Purchase of paint from a business located within the City of Wayland corporate limits qualifies the applicant for an additional 5% participation from the program, whereas the DDA reimburses applicant 55% of costs up to a maximum reimbursement of \$3,150.

2. **Rehabilitation.** Grants of up to \$20,000 per facade are available for eligible activities. Applicants must provide a minimum twenty percent (20%) match of the total project cost. The minimum grant allowable for any project is \$1,000.

#### ELIGIBLE PROGRAM PROJECTS & REQUIREMENTS

1. A property must be located within the boundaries of the DDA district.
2. The building must meet a basic condition test, which indicates that the property appears to be structurally sound, the roof intact and meets the basic public safety and property maintenance codes. Proposed façade improvements must also comply with all applicable building and zoning codes.
3. Only buildings with retail, commercial, or professional uses consistent with Central Business District land uses as defined in the current City Zoning Ordinance are eligible. Buildings with second-story residential units may be considered if the primary use of the building (on the ground floor) is a permitted use for the Central Business District.
4. Only facades fronting public rights-of-way are eligible for assistance. Highly visible rear and side locations may be considered on a case-by-case basis.
5. Building owners or tenants are eligible. If a tenant applies for assistance, they must provide written proof that the building owner has authorized the proposed improvements and evidence of an executed lease for a term equal to the Façade Improvement Agreement.
6. Property tax and City utility payments must be current. The applicant shall not be in any other default to the City nor involved in any other litigation with the DDA or City.
7. Work must be performed by licensed and insured contractors.

#### ELIGIBLE USES OF PROGRAM FUNDS

Eligible expenses for projects are limited to the following:

- Painting (as "Paint Only" program project or as part of a larger façade project) –Professional façade cleaning
- Masonry repairs and tuckpointing
- Restoration of exterior finishes and materials
- Exterior lighting
- Awnings (awnings and canopies may be used as a design element if those features are compatible with the original building design and complement the building's architectural features)
- Doors/Entryways
- Second-floor entryways/exits and exterior stairs for residents
- Window repair/replacement
- Storefront rehabilitation
- Carpentry
- Handicap accessibility
- Non-historic façade removal

#### INELIGIBLE USES OF PROGRAM FUNDS

Program funds cannot be utilized for the following:

- Refinancing existing debt
- Property acquisition
- Interior improvements

- Interior furnishings
  - Site plan, building or sign permit fees
  - Property appraisal costs, legal fees, or loan origination fees
  - Permit and inspection fees
  - Roof repairs
  - Labor costs paid to the owner/applicant
  - Expenses incurred prior to approval of application
  - New building construction
  - Purchase of personal property (equipment or machinery)
  - Mechanical and HVAC systems
  - Security Systems
  - Payment of taxes, special assessment, or utility bills
- Routine maintenance that is not part of an eligible façade improvement project

It is not the intent or purpose of the program to subsidize routine building maintenance projects. Rather, the purpose of program assistance is to alter and improve the overall appearance of a building's façade and maintain/restore historic characteristics.

### **PROJECT REVIEW & SELECTION PROCESS**

1. Design Committee members and DDA Staff will work closely with property owners and tenants to determine initial eligibility under program guidelines.
2. Once the initial scope of work has been determined, the applicant will present the project to the Design Committee.
3. The Committee will meet as needed to provide input and make suggestions to alter the scope of work.
4. Once project design is approved by the Design Committee a recommendation will be made to the DDA for funding.
5. The DDA will meet and review Design Committee recommendations for final grant approval. At this time the DDA may accept, decline, or table application if more information or amendments are requested.
6. Upon DDA approval an award letter will be issued along with execution of a Wayland Façade Program Grant Agreement.

### **RIGHTS RESERVED**

The DDA and City reserve the right to reject any and all applications. The specific program guidelines detailed herein are subject to revision or amendment by the DDA and/or Design Committee. The DDA and City may discontinue this program at any time, subject to the availability of program funding. The DDA and the City reserve the right to revise or end these programs at any time and in no way guarantee availability of funding for any specific project at any given time.

### **APPLICATION REQUIREMENTS**

Projects that meet the design guidelines and zoning requirements are selected on design committee recommendations and needs basis. **Applications must be complete to be considered for the program, including an accurate sketch or drawing of the proposed improvements, as well as written construction estimates from qualified contractors and vendors. Funds are limited and must be spent within nine (9) months after application approval.** Special considerations may be approved by the DDA Board. Once

funds are exhausted, any remaining applications are kept for consideration when more funds become available.

The following information must be submitted by program applicants on forms provided:

1. Description of proposed use of building after completion of the project
2. Project design plans
3. Timeframe for completion of project, not to exceed 6 months, special considerations may be approved
4. Proof of property and liability insurance
5. Written consent for program participation by property owner, if applicant is a tenant
6. Copies of property deed and leases, if applicable
7. Photographs of buildings before initiation of project; original photographs if available
8. Tax Property Identification Number (PIN)
9. Estimated cost of project to include itemized bids from eligible contractors. (2) quotes are required for each project.

### APPLICATION & REVIEW PROCESS

1. Complete a grant application, along with required supporting documentation.
2. The application will receive a preliminary review by DDA staff for completeness and adherence to the program objectives and requirements. If appropriate, the applicant will be notified that the project has been accepted for consideration.
3. The Design Committee will meet and study the proposal. The applicant may be asked to present the project to the Committee. The applicant may be asked to provide additional or clarifying information. The Committee may send the application back to the applicant with requests for modifications.
4. The Design Committee will make a recommendation to the DDA for its acceptance or rejection of a proposal.
5. The DDA will meet and review Design Committee recommendations for final grant approval. At this time the DDA may accept, decline, or table application if more information or amendments are requested. Upon DDA approval an award letter will be issued along with execution of a Wayland Façade Program Grant Agreement.
6. Upon DDA approval an award letter will be issued along with execution of a Wayland Façade Program Grant Agreement.

### DISBURSEMENT OF GRANT FUNDS

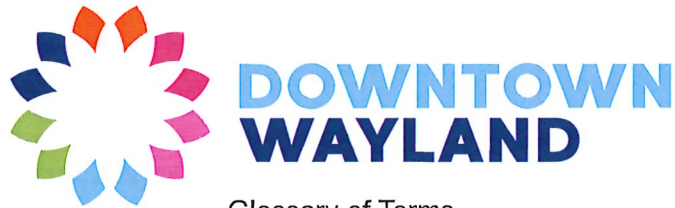
If the grant is awarded, the DDA will reimburse applicants for eligible improvements as follows:

- The grant recipient must provide a reimbursement summary page outlining all invoices, expenses, and receipts.
- The grant recipient must submit final invoices from contractors or suppliers marked "Paid in Full" along with copies of the checks made payable to the contractor or supplier.
- The grant recipient must provide copies of Waivers of Lien from all contractors.
- The grant recipient must supply proof that the improvements meet all City of Wayland zoning and code requirements.
- All improvements must be completed within six months of the start of construction or grant approval may be revoked. Special considerations may be approved by the Design Committee.

Any changes in the scope of work must meet administrative approval in advance by DDA staff to be eligible for reimbursement. Staff may require further review by Design Committee based on the extent of changes proposed.

**IMPORTANT: *If façade improvements begin prior to Grant funding approval, an applicant will not be eligible for the Grant.*** Please note that all grant-funded improvements must be permanent and fixed in type and/or nature. Improvements must meet all City of Wayland code requirements including zoning, building and safety codes.

For further information, please contact Holli McPherson, Main Street and DDA Director, via e-mail at [director@downtownwayland.com](mailto:director@downtownwayland.com) or by phone at 269.525.2323.



## Glossary of Terms

- Applicant:** The person, company, organization, building owner, or party that completes application to receive funding.
- Façade:** The exterior face of a building visible from a public street or alley.
- Gentlest Means:** Rule that applies to removing heavy soil or paint from façade after careful testing. Begins with a low-pressure water wash, supplemented, if necessary, with non-ionic detergents and scrubbing with non-metallic brushes. Last method is to use a chemical cleaning process. Abrasive cleaning methods are damaging and are not suitable cleaning techniques for historic buildings.
- New Building Construction:** Activities that would change the "footprint" of an existing facility (e.g., relocation of existing exterior walls, roofs, or floors, attachment of fire escapes) is considered new building construction.
- Property:** The building/structure for which the façade program is being utilized.
- Public Right-of-Way:** Land covered by a public road, alley, or path.
- Rehabilitation:** The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.
- Restoration:** The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.
- Storefront:** The facade of a store; a room or set of rooms facing the street on the ground floor of a commercial building, typically used as a store.
- Tuckpointing:** or Repointing, to correct defective mortar joints in masonry. Conditions which may require repointing include: (1) mortar erosion more than 6 mm, (2) crumbling mortar, (3) hairline cracks in the mortar, and (4) cracks between the brick and mortar. To avoid irreparable brick damage, the compressive strength of the repointing mortar should be similar to or weaker than the compressive strength of the original mortar.

*Please contact grant administrator for further clarification and/or to locate appropriate methods and resources for rehabilitating your historic building.*

As Amended 9/18/18



P R O P O S A L

Outdoor Lighting Perspectives of SW Michigan  
321 Duncan St.  
Suite B  
Schoolcraft, MI 49087  
(269) 533-4565

<https://outdoorlights.com/sw-michigan>

**OUTDOORLIGHTING**  
P E R S P E C T I V E S ®

**Billing/Service Address**

Cierra Bakovka  
149 South Main St.  
Wayland, MI 49348  
(269) 792-2891  
Cierra@henikalibrary.org

Date	March 13, 2024
Total	\$8,898.70

S H I N E 3 6 5 O P T I O N S C O M M E R C I A L I N S T A L L


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This proposal expires on 4/12/2024

Prepared by Rob Perkins ([rperkins@outdoorlights.com](mailto:rperkins@outdoorlights.com))



**This proposal contains 4 options. Be sure to click the checkboxes below for the options you want to include.**

Item	Description	Qty	Rate	Amount
Commercial Installation	LED lighting system installation. Includes professional customized lighting design, installation labor, fixtures, LED components, controller, professional grade transformer, all necessary wire, connection parts, and one year of our Shine365 program. Our team will also come out and complete a night time adjustment following installation.	1		
<input checked="" type="checkbox"/> Front Entry				<b>\$689.00</b>
Almond Accent	<p>"<b>Almond Accent</b>"</p> <p>"</p> 	2	295.00	\$590.00

300W 12-15V SS Trans	300W 12-15V Small Box Stainless Transformer	1	450.00	\$450.00
Astronomic Outdoor Timer	Astronomic Outdoor Timer	1	129.00	\$129.00
Wire by the foot	wire needed	100	0.99	\$99.00
<input checked="" type="checkbox"/> Building facade				<b>\$6,937.00</b>
Cayman	<b>Brass MR-16 Well Light</b> 	10	379.00	\$3,790.00
Magnolia	<b>The Magnolia uplight features marine grade brass housing and a spring loaded socket.</b> 	9	309.00	\$2,781.00
Solid Brass Downlight	Upper peak <b>Solid Brass Downlight</b> 	1	349.00	\$349.00
Wire by the foot	wire needed	400	0.99	\$396.00
<input checked="" type="checkbox"/> Side entrance				<b>\$190.00</b>
Install Labor	Install labor charge to replace two coach lights with client provided fixture (estimated)	2	95.00	\$190.00

<input type="checkbox"/> Building facade				<b>\$6,937.00</b>
Promotional Discount	Promotional Discount - one free fixture with at least 7 purchased	1	-379.00	(\$379.00)
<input type="checkbox"/> Warranty - Auto Renew				<b>\$0.00</b>
Shine365	Limited Lifetime Warranty* Program	22	15.00	\$330.00
Shine365 Auto-Renew	Your system is covered for the first 12 months and we'll auto renew your warranty each year until you say otherwise.  Review Agreement Terms Here: <b>Automatic Recurring Billing Agreement</b>	22	-15.00	(\$330.00)
			Base	\$579.00
			Front Entry	\$689.00
			Building facade	\$6,937.00
			Side entrance	\$190.00
			Warranty - Auto Renew	\$0.00
			Subtotal	\$8,395.00
			Tax	\$503.70
			Total	\$8,898.70

**Notifications** Email to [Cierra@henikalibrary.org](mailto:Cierra@henikalibrary.org)

**P I C T U R E S**



## Keep your home shining bright with our Shine365 limited lifetime warranty\*

\*Limitations apply. Annual quality check required. For more details go to outdoorlights.com.



Outdoor Lighting Perspectives® is committed to our clients' satisfaction and providing the best warranties in the industry. When you join the Shine365 program, you receive a lifetime warranty\* on your lighting system and priority service from our team.

As a part of the Shine365 limited lifetime warranty, our certified technicians will perform an annual quality check of your system to ensure it's working like the day it was installed.

### HERE'S WHAT'S INCLUDED

In the event your system needs service, you are covered for these parts and labor under the Shine365 warranty:

- Transformer(s)
- Brass and/or copper fixtures
- Brass, heavy-duty glass covers
- Low-voltage wire
- LED bulbs

\*Limitations apply. Annual quality check required. For more details go to outdoorlights.com.



Our certified technicians will perform an annual quality check of your system when you join the Shine365 program. This ensures that your outdoor lighting system not only looks beautiful, but is functioning properly.

### Our annual quality check includes the following services:

1. Perform visual inspection of fixture placement, system design, and recommend possible enhancements
2. Straighten and adjust fixtures to ensure design integrity
3. Remove mulch and debris that might be covering fixtures
4. Check for proper voltage delivery on each fixture
5. Clean lenses and fixtures to ensure longevity and correct light output
6. Check all connections
7. Tighten transformer terminal block connections
8. Conceal any exposed wire due to foot traffic or erosive conditions
9. Prune or trim landscaping near fixtures (with your guidance as needed)
10. Check automatic timing and operational control system



Joining the Shine365 limited lifetime warranty program gives you peace of mind that your outdoor lighting system is covered and continues working at its best.

To get started, contact your local Outdoor Lighting Perspectives office for details and pricing.



Shine365 page 1.png

Shine365 page 2.png

## TERMS AND CONDITIONS

Outdoor Lighting Perspectives Policies, Terms, Conditions and SHINE365 Limited Warranty Terms and Conditions: A deposit may be required at the time your order is placed. Balance is due upon completion. If full payment is not received within 10 days of completion of lighting installation, customer agrees to pay all reasonable attorney fees and court costs incurred by Outdoor Lighting Perspectives to secure the agreed upon fee for installation, materials, and/or services provided. Returned checks or chargebacks will result in a time- price differential (FINANCE CHARGE) of 18% (eighteen percent) per annum, but in no event in excess of the maximum amount allowed by law, shall be assessed and due on the unpaid balance from the due date until payment is received in full by the Outdoor Lighting Perspectives service provider. Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account.

Caution: A potential fire hazard exists if fixture and / or bulbs are covered with leaves, pine needles, mulch or other flammable material. Fixtures and / or bulbs covered by such materials will render all applicable warranties void, and may cause fixtures to fail. DAMAGE DUE TO ACCIDENT; MISUSE; ABUSE; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FIRE; WATER OR FLOOD DAMAGE; NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; OR ISSUES CAUSED BY HOME ELECTRICAL ISSUES; MAN-MADE DISASTERS, AND OTHER "ACTS OF GOD" are not covered by any warranty. It is the client's responsibility to ensure that 110-volt electric receptacles are available for system use, and are in good working order. Outdoor Lighting Perspectives disclaims all

responsibility for ensuring that utilized household circuits contain sufficient electrical load capacities. Outdoor Lighting Perspectives is not responsible for grass, shrubs, driveways, or other components of property that are affected by installation. Homeowner will be notified in advance of any necessary alterations to structures or landscape. One year guarantee on halogen bulbs is valid only if lights are operated under "normal use," deemed to be from sunset until 12:00am midnight. Lifetime fixture guarantee applies to all brass/and or copper fixtures and well light fixtures produced by Outdoor Living Brands Supply Corp. exclusively for Outdoor Lighting Perspectives (OLP). All non-OLP fixtures are covered by their respective manufacturer's warranties. Any tampering or attempts to fix any problems with, or alter any part of the lighting system, whether by the homeowner, associated vendors, or any other persons not employed by Outdoor Lighting Perspectives, will void all warranties. Outdoor Lighting Perspectives does not provide warranties on work performed on any lighting system not originally installed by Outdoor Lighting Perspectives. Clients are responsible to verify proposed design is entirely on their property. Outdoor Lighting Perspectives disclaims any and all liabilities for any repercussions due to equipment being installed on neighboring property. All Outdoor Lighting Perspectives franchise locations are independently owned and operated. Notice of Cancellation: You may cancel this contract, without penalty or obligation, at any time prior to midnight of the third business day after the date the contract is signed. If you cancel, any payment made by you under this contract will be returned within ten days following the receipt of your cancellation notice by the seller. Acceptance of this proposal indicates an agreed upon and binding contract between the parties listed as the billing/service address and Outdoor Lighting Perspectives.

#### SHINE365 LIMITED LIFETIME WARRANTY

#### LIMITED WARRANTY TERMS AND CONDITIONS

Subject to the terms and conditions described herein, Outdoor Lighting Perspectives of SW Michigan, ("Outdoor Lighting Perspectives"), warrants to the original end-user customer of the products specified below ("Products") that are installed by Outdoor Lighting Perspectives for the customer, that Outdoor Lighting Perspectives will repair or replace those Products that fail due to defects in material or workmanship. Repaired parts or replacement products will be provided by Outdoor Lighting Perspectives on an exchange basis and will be either new or refurbished to be functionally equivalent to new. This limited warranty covers only repair or replacement for defective Products installed by Outdoor Lighting Perspectives as provided above.

Outdoor Lighting Perspectives will not be liable for special, incidental, punitive or consequential damages, including, but not limited to, loss of enjoyment, business interruption, loss of profits, damage to or loss of other property or persons. Outdoor Lighting Perspectives' obligation to repair or replace any listed/covered Product, as may be required, is the sole and exclusive remedy available to you under this limited warranty. This limited warranty is in lieu of and supercedes all other warranties, express or implied. Some states may not allow the exclusion or limitation of incidental or consequential damages, so that exclusion may not apply to you. This limited warranty gives you certain legal rights. You may have other rights that vary from state to state. This limited warranty does not extend the manufacturer's warranty.

#### ELIGIBILITY FOR LIMITED WARRANTY

The only lighting systems eligible for this warranty are those systems originally installed by Outdoor Lighting Perspectives using Outdoor Lighting Perspectives branded products. In addition, the warranty only applies if the end-user customer enrolls in the annual maintenance plan, and only for so long as they are in good standing with and remains enrolled in the annual maintenance plan. The annual maintenance plan fee is based on the components of the lighting system installed.

A customer ceases to be in good standing under the annual quality check service if they do not timely make a payment due for that program. A customer whose annual quality check service lapses may re-enroll under the following conditions: 1) lighting system must be recertified, and 2) lighting system must be upgraded to current specifications. An inspection/recertification fee will apply, and standard labor and parts rates would apply for any required upgrades, all such costs being the responsibility of the customer. Once complete, the customer would be entered back into the Shine365 warranty program.

The end-user customer must retain proof of original ownership (original sales invoice). If the premises where the lighting system was installed is transferred, this Limited Warranty is also transferrable to the second owner as long as the new owner enrolls in the annual maintenance plan and for so long as the new owner is in good standing with and remains enrolled in the annual maintenance plan.

**LIMITED WARRANTY EXCLUSIONS** This limited warranty is subject to all of the following conditions and exclusions:

1. Outdoor Lighting Perspectives is not liable for, and does not cover under warranty, any costs associated with determining the source of the system problems. These costs shall be borne solely by the purchaser.
2. Outdoor Lighting Perspectives is not liable for and does not cover under warranty, any cost associated with installing, servicing, repairing and/or updating lighting system components that are not produced by Outdoor Living Brands Supply Corp. exclusively for the Outdoor Lighting Perspectives brand or were not originally installed by Outdoor Lighting Perspectives, or have been serviced by any other than a certified Outdoor Lighting Perspectives technician. These costs shall be borne solely by the purchaser.
3. In order to keep this limited warranty in effect, the product must have been handled and serviced only by a certified Outdoor Lighting Perspectives technician.
4. This limited warranty does not cover any damage due to: ACCIDENT; MISUSE; ABUSE; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FIRE; WATER OR FLOOD DAMAGE; NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; OR ISSUES CAUSED BY HOME ELECTRICAL ISSUES. This limited warranty does not apply to any purchaser who bought the product from a reseller, distributor or non-authorized Outdoor Lighting Perspectives business, including but not limited to purchases from Internet auction sites. This limited warranty does not cover claims also covered by a manufacturer's warranty, any service contract, or claims covered by insurance (e.g., homeowner's insurance or general liability insurance).

5. This limited warranty is provided solely by Outdoor Lighting Perspectives (the independent franchisee identified above).
6. Powder coating and finishes are NOT covered by warranty. This applies to and may be covered by a MANUFACTURERS warranty but is not in any case extended by the SHINE 365 Limited Lifetime Warranty or any implied warranty through Outdoor Lighting Perspectives.

## PRODUCTS COVERED

Subject to the limitations and exclusions noted above, the following Outdoor Lighting Perspectives Products produced by Outdoor Living Brands Supply Corp. exclusively for Outdoor Lighting Perspectives are covered by the Shine365 limited lifetime warranty from the date of original retail purchase when you opt-in to the annual quality check service:

- All transformers installed by Outdoor Lighting Perspectives.
- In addition to the limitations set forth above, the warranty does not cover service calls to reset circuit breakers or GFCI's. If anyone other than a qualified Outdoor Lighting Perspectives technician accesses the transformer for any reason other than timer adjustment, this warranty is void. Any additional fixtures that are added to the transformers that may cause the transformer to overload will void the warranty.\*
- All brass and/or copper fixtures and well light fixtures installed by Outdoor Lighting Perspectives.
- Any fixtures damaged by homeowner or third-party will not be covered by warranty. \*
- Brass, heavy-duty glass covers.
- The warranty does not cover lost or stolen lens covers or scratches. Glass and plastic lens covers that have been covered in mulch or other debris resulting in damage are not covered by this warranty.
- Low-voltage wire
- The warranty does not cover wire mistakenly cut by the property owner or other vendors or electrical shortage to the line as a result of anything being driven, stapled or manipulated into the wire lines.
- LED bulbs

\*Note: All other transformers and fixtures including internal components installed by Outdoor Lighting Perspectives will be covered by the original manufacturer's warranty.

The following items are not covered under the Shine365 warranty include:

- All Lighting Control Automation controls, modules and astronomical timers.
- Halogen bulbs



- Any lens cover with a painted finish: The warranty does not cover lost or stolen lens covers or scratches.
- Commercial fixtures
- RGBW (Red, Green, Blue, White) or any color-changing fixtures
- Integrated non-field-serviceable fixtures
- Bistro/String lighting lamps or cord
- Wifi, Z-Wave, Bluetooth or radio controlled control systems
- Holiday lighting and festive products including but not limited to C9 bulbs and wire, wreaths, garland, string lighting, tree wraps, etc.
- Roofline Track Lighting

## BASIC WARRANTY COVERAGE

For any customer that chooses not to be in the Shine365 limited lifetime warranty program or if your Shine365 warranty lapses, the following items are covered for two years from the date of installation:

- All transformers installed by Outdoor Lighting Perspectives. This limited warranty does not cover any damage due to: accident; misuse; abuse; theft; vandalism; riot; explosion; earthquake; lightning; fire; water or flood damage; negligent, reckless, knowing or intentional damage; issues caused by home electrical issues; or service calls to reset circuit breakers or GFCI's. If anyone other than a qualified Outdoor Lighting Perspectives personnel accesses the transformer for any reason other than timer adjustment, this warranty is void. Any additional fixtures that are added to the transformers that may cause the transformer to overload will void the warranty.
- All brass and/or copper fixtures and well light fixtures installed by Outdoor Lighting Perspectives. Any fixtures damaged by homeowner or a third-party will not be covered by warranty. This limited warranty does not cover any damage due to: accident; misuse; abuse; theft; vandalism; riot; explosion; earthquake; lightning; fire; water or flood damage; negligent, reckless, knowing or intentional damage; or issues caused by home electrical issues.
- LED bulbs except LightCraft Bistro Bulbs and Bistro String which are covered for a period of one year only.
- Low-voltage wire. The warranty does not cover wire mistakenly cut by the property owner or other vendors or electrical shortage to the line as a result of anything being driven, stapled or manipulated into the wire lines.
- RGBW (Red, Green, Blue, White) or any color-changing fixtures
- Brass, heavy-duty glass covers. The warranty does not cover lost or stolen lens covers or scratches. Glass and plastic lens covers that have been covered in mulch or other debris

resulting in damage are not covered by this warranty.

The following items are not covered under the basic warranty:

- All Lighting Control Automation controls, modules and astronomical timers.
- Halogen bulbs
- Any lens cover with a painted finish: The warranty does not cover lost or stolen lens covers or scratches.
- Commercial fixtures
- Integrated non-field-serviceable fixtures
- Holiday lighting and festive products including but not limited to C9 bulbs and wire, wreaths, garland, string lighting, tree wraps, etc.
- Bistro lighting bulbs and string
- Any damage due to: ACCIDENT; MISUSE; ABUSE; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FIRE; WATER OR FLOOD DAMAGE; NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; OR ISSUES CAUSED BY HOME ELECTRICAL ISSUES. This limited warranty does not apply to any purchaser who bought the product from a reseller, distributor or non-authorized Outdoor Lighting Perspectives business, including but not limited to purchases from Internet auction sites. This limited warranty does not cover claims also covered by a manufacturer's warranty, any service contract, or claims covered by insurance (e.g., homeowner's insurance or general liability insurance).
- Roofline Track Lighting

## ROOFLINE TRACK LIGHTING

- Outdoor Lighting Perspectives (OLP) warrants only to the original end user that the products and parts used to complete and contribute to a functioning lighting system including, but not limited to, lights, power kits, controllers, extensions, cables, connectors, and tracks will be free from defects in material and workmanship for 5 years.
- **DISCLAIMER OF ALL OTHER WARRANTIES. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN, AND OLP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to particular end users.
- **Limitations.** No salesperson, representative, or agent of OLP is authorized to make any guaranty, warranty, or representation that contradicts the terms contained in this Limited Warranty. Any waiver, alteration, addition, or modification to the warranties contained herein must be in writing and signed by authorized representatives of OLP to be valid, binding, and enforceable. OLP does not assume responsibility for any specific application to which any

products or parts are applied including, but not limited to, compatibility with other equipment. All statements, technical information, or recommendations relating to the products or parts are based upon tests believed to be reliable, but do not constitute a warranty or warranty. OLP SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY PARTY FOR LOSS OF PROFITS, DIMINUTION OF GOOD WILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH OLP PRODUCTS AND PARTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to particular end users.

- What May Void the Warranty. This Limited Warranty shall be null and void in the following circumstances.
  1. Accident, damage, abuse or misuse of products or parts.
  2. Installation, modification or repair of any product or part by the end user or any non-authorized OLP service provider; or
  3. Improper use or installation, or damage by accident or neglect, of any product or part by end user or any third party; or
  4. Abnormal operating conditions or applications, including but not limited to power surges, lightning, hurricanes, tornadoes, tsunamis and other weather related incidents or acts of God.
  5. Failure of the end user or any third party to exercise caution to protect any product or part or physical abuse.

## Claims

When presenting a claim under this Limited Warranty, you must provide Outdoor Lighting Perspectives with the original sales invoice, which constitutes evidence of the original purchaser's date of purchase. You must provide Outdoor Lighting Perspectives with documentation of all services performed on the Products.

To submit a claim, you must contact Outdoor Lighting Perspectives at:

Outdoor Lighting Perspectives of SW Michigan

321 Duncan St.

Schoolcraft, MI 49087

(269) 533-4565

rperkins@outdoorlights.com

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.



## Wayland Main Street/DDA Sign Grant Program

The Wayland Main Street/Downtown Development Authority (DDA) developed a Sign Grant Program to improve the quality and appearance of signs throughout the DDA district and to promote the use of the Sign Design Guidelines for downtown.

### Objectives:

The Sign Grant Program is intended to provide a financial grant to encourage businesses to design and install high-quality, creative, and interesting signs rather than standard and/or lower quality signs. The overall goal is to increase the aesthetic qualities, interest and overall beauty of the downtown business district.

This is a discretionary grant designed to enhance sign character and appeal that is symbolic and unique to the business. A grant of up to 50% of the total cost of an approved sign is eligible per applicant. The typical maximum grant amount is \$1,250 per applicant.

### Eligibility:

Any business located within the City of Wayland's DDA district may apply for a grant. A past grantee will be ineligible to receive grant money for an additional or replacement sign on the same side of the building previously approved for three years following the date of last approval. This restriction does not apply to any signs on additional building walls where a sign grant was not approved.

***Businesses operating the in the DDA District as of July 1<sup>st</sup>, 2023 are eligible for the full grant. New businesses that open operations after July 1<sup>st</sup>, 2023 will be eligible for a maximum grant of no greater than \$750. New businesses that begin operations after July 1, 2023 will be eligible for the entire grant of up to \$1,250 once they have operated in the district for two or more years.***

Sign grants are awarded at the discretion of the Design Committee and approved by the DDA Board of Directors. In order to receive a sign grant, the applicant must submit a professional sign design/proposal that meets the Wayland Main Street/DDA Sign Design Guidelines, the City's Sign Ordinance and the program objectives. The Design Committee and the City's Planning/Zoning official will review all signs that are seeking a grant.

Any property that has a non-conforming sign must bring that sign into conformance with the current sign ordinance before a sign grant application will be considered, unless the application is for a sign which will replace the non-conforming sign.

### **The Sign Grant Process:**

1. The following documents are available for review and can be picked up from Wayland City Hall:
  - a. Sign Grant Application
  - b. City of Wayland Sign Ordinance
  - c. City of Wayland Sign Permit Application
  - d. Wayland Main Street/DDA Sign Design Guidelines
  - e. Treasury Information Request
  - f. Pending Litigation Affidavit
  
2. Applicants should submit the following completed documents to the City Clerk at Wayland City Hall (103 S. Main Street):
  - a. Sign Grant Application
  - b. City of Wayland Sign Permit Application
  - c. Treasury Information Request
  - d. Litigation Affidavit
  
3. The Design Committee will review the sign application and proposed design. Applications will be reviewed on the appropriateness and compatibility of the sign design to the Sign Design Guidelines, size, color, placement on the building/site, relationship to adjacent properties and program objectives as noted above.
  
4. If the sign design is deemed inappropriate or incompatible with the Sign Design Guidelines, program objectives, or City of Wayland Sign Ordinance, the Design Committee may provide a letter to the applicant suggesting changes to the design. If the applicant submits a new sign design based upon the Design Committee recommendations, the application may be reviewed a second time.
  
5. The Design Committee will recommend that the DDA approve applications that it deems most compatible with the Sign Design Guidelines and objectives of this program.
  
6. The approved applicant(s) must obtain a Sign Permit from the City of Wayland before sign installation. Permit fees are not eligible for reimbursement. Any deviations from an approved application must be approved by the Design Committee and the DDA Board prior to the purchase or installation of the sign. Installed signs that do not conform to the approved application may not be eligible for the sign grant reimbursement.
  
7. An approved applicant must submit a copy of their paid invoice from their sign company indicating the total cost of the sign before a grant payment may be issued.

### **Sign Grant Program Requirements:**

1. Applicants leasing their space must provide a letter granting permission from the building owner to apply for the grant. The letter must indicate an awareness of the rules and requirements of the program.
2. Applicants receiving the grant must have a sign design that conforms with the DDA/ Main Street's Sign Design Guidelines. A high value will be placed on creative signs, particularly three dimensional, symbolic, projecting signs.
3. Sign grants will not be given to internally (backlit) lit panel signs or standard corporate franchise signs.
4. The Design Committee may deny a sign grant to any applicant that does not make recommended changes to their sign design after a first review. Every effort will be made to work with applicants so that a grant can be approved.
5. Non-conforming signs will be considered for a sign grant, provided that the applicant agrees to bring the sign into compliance with the City's Sign Ordinance.
6. The Design Committee will examine the total cost of any proposed sign to ensure that the sign grant is being used appropriately.
7. The sign must be completed and installed within 90 calendar days of receiving written approval of the grant award.
8. Under this Sign Grant Program, only signs that are to be made and installed by a licensed sign company are eligible. The company must be licensed.
9. Priority will be given to applicants who have not previously received a sign grant.
10. Applicants are only considered on a first-come, first-served basis.
11. A sign grant proposal should include a detailed written description explaining how the sign will be attached to the building. Particular attention should be paid to limit damage to any historic features of the building.
12. Applicants must have all property (real and personal) taxes and utilities obligations to the City be paid in full to date. The applicant must submit the attached Wayland Treasury Information Request Form stating that the applicant is not delinquent on any debts owed to the City of Wayland.
13. There must not be any pending litigation against the City by the applicant.
14. All grant checks will be written to and mailed to the applicant. Proof that the sign company has been paid in full by the applicant must be submitted to the City

Manager's office at Wayland City Hall. This proof shall consist of a final invoice marked "Paid in Full" and a copy of the check made payable to the sign company.

***See Wayland Main Street/DDA Sign Design Guidelines for further requirements***

**Wayland Treasury Information Request**

**Business Owner/Corporate President/Company Director/Etc.**

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Since \_\_\_\_\_ Daytime Phone #: \_\_\_\_\_ Date  
of Birth: \_\_\_\_\_

**Business Data**

Corporate Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Federal Employer Identification #: \_\_\_\_\_

Contact person other than owner: \_\_\_\_\_

Do you, or any of these businesses, owe the City money for any reason?

Yes                       No

If yes, for what reason? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant (Print)

\_\_\_\_\_  
City Treasurer (Print)  
City of Wayland  
103 S. Main St.  
Wayland, MI 49348

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AFFIDAVIT FOR  
City of Wayland  
SIGN GRANT PROGRAM**

We the undersigned hereby state there is no pending litigation against the City of Wayland by the applicant, the applicant's company or any other instance in which the undersigned are directly involved.

\_\_\_\_\_  
Applicant (Print)

\_\_\_\_\_  
City Manager (Print)  
City of Wayland  
103 S. Main St.  
Wayland, MI 49348

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(Property owner must sign this letter)

Date:

City of Wayland DDA

103 S. Main St

Wayland, MI 49348

RE: Application for Sign Grant Program

ATTN: Julia Turnbull, Main Street/DDA Executive Director

I hereby grant my permission to (Applicant Name) to make application under the Wayland Sign Grant Program. I certify that I have received a copy of the application for funding from the applicant and am fully aware of what is being proposed. I also certify that I am the legal owner of record and that I have the authority to grant this permission to (Applicant Name).

Sincerely,

**City of Wayland DDA  
Sign Grant Program Application**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail

I am the:     Building owner             Tenant/Business owner

**Sign Company Information**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zip

**Sign Costs**

Cost of Sign \$ \_\_\_\_\_

Awning \$ \_\_\_\_\_

Materials \$ \_\_\_\_\_

Window Sign \$ \_\_\_\_\_

Design \$ \_\_\_\_\_

Lighting \$ \_\_\_\_\_

Installation \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

**Enclosure Check List**

- Sign Grant Program Application (including Treasury Request & Affidavit)
- Sign Permit Application from the City of Wayland
- Written permission from building owner (if applicant is a tenant)
- Sign design drawn to scale including dimensions and colors
- Color photograph of building or facade sketch showing size and location of sign

Date Application Received: _____		Date Applicant Reviewed by DDA: _____	
Grant was:	_Approved	Tabled	Denied
Letter of explanation issued:	Yes	No	
Grant amount approved: \$			
Signature of DDA Chair: _____			
Name of DDA Chair:		Date:	