

THE CITY OF THE VILLAGE OF DOUGLAS DOWNTOWN DEVELOPMENT AUTHORITY WEDNESDAY, FEBRUARY 26, 2025 AT 2:00 PM 86 W CENTER ST., DOUGLAS MI

AGENDA

To view remotely online or by phone -Join online by visiting: https://us02web.zoom.us/j/83505446221 Join by phone by dialing: +1 (312) 626-6799 | Then enter "Meeting ID": 835 0544 6221

- 1. CALL TO ORDER
- 2. ROLL CALL/QUORUM
- 3. APPROVAL OF AGENDA

Approval of Agenda - Changes/Additions/Deletions

Motion to approve the Agenda of February 26, 2025. – roll call vote

4. APPROVAL OF MINUTES

A. Approval of Minutes - Changes/Additions/Deletions

Motion to approve the minutes of January 29, 2025. - roll call vote

5. OFFICER REPORTS

- A. Secretary
- B. Treasurer
- C. Vice-Chair
- D. Chair

6. PUBLIC COMMUNICATION - WRITTEN

- 7. PUBLIC COMMUNICATION VERBAL (LIMIT OF 3 MINUTES)
- 8. UNFINISHED BUSINESS
- 9. NEW BUSINESS

A. Michigan Downtown Association Annual Dues

Motion to approve the 2025-2026 Michigan Downtown Association dues in the amount of \$250.00 - roll call vote

B. Apple Energy Contract Approval

Motion to approve a contract with Apple Energy to manage the charging stations at Beery Field in the amount of \$8,413.68 (50% due upon contract execution and the final 50% due upon project completion), with funding from Capital Outlay. - roll call vote

C. Beery Field Charging Station Rate Changes

Motion to approve moving the charging stations at Beery Field to a fee structure effective March 26, 2025. - roll call vote

D. Douglas Farmer's Market Temporary Gateway Banner Sign Application

Motion to approve the placement of a temporary banner sign on the Blue Star Highway/Center Street DDA Gateway sign on Monday's and Tuesday's from June through the end of September 2025. - roll call vote

- E. Recommendation to Planning Commission 98 W Center Street Special Land Use Ground Floor Residential
 - 1. Applicant Presentation
 - 2. Planning and Zoning Administrators Report
 - 3. Public Comments (limit of 3 minutes each, please)
 - 4. DDA Member Questions

Motion to recommend **[approval/denial]** to the Planning Commission for the request made by Erhan Kara for Special Land Use approval for Ground Floor Residential, per Section 26.13 of the City of the Village of Douglas Zoning Ordinance, for the parcel identified as P.P. 59-551-002-00, located at 98 W. Center Street. - roll call vote

- F. FY 2025/2026 Budget Priorities (Discussion)
- G. DDA Farmer's Market Table (Discussion)
- H. DDA Regular Meeting Time (Discussion)

10. COMMITTEE REPORTS

- **11. STAFF/MANAGER REPORTS**
- 12. PUBLIC COMMUNICATION VERBAL (LIMIT OF 3 MINUTES)
- **13. BOARD COMMENTS**
- **14. CHAIR COMMENTS**

15. ADJOURNMENT

Motion to adjourn the meeting.

Please Note – The City of the Village of Douglas (the "City") is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Laura Kasper, City Clerk, at (269) 857-1438, or clerk@douglasmi.gov to allow the City to make reasonable accommodations for those persons. CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN



THE CITY OF THE VILLAGE OF DOUGLAS RESCHEDULED DOWNTOWN DEVELOPMENT AUTHORITY WEDNESDAY, JANUARY 29, 2025 AT 2:00 PM 86 W CENTER ST., DOUGLAS MI

MINUTES

1. CALL TO ORDER: By Chair Balmer

2. ROLL CALL/QUORUM

PRESENT Aleshia Balmer Dave Laakso Kabri Martyniek Randy Walker Maggie Bandstra Cathy North Lauren Vonk Also Present: City Manager Lisa Nocerini Planning & Zoning Administrator Sean Homyen Deputy Clerk Dawn Raza ABSENT Beth Stefanchik Mark Postilion

3. ELECTION OF OFFICERS

Election of Chair – Deputy Clerk Raza called for nominations for the office of Chair. Balmer was nominated by Walker, seconded by North, for office of Chair. Motion carried by unanimous roll call vote

Election of Vice-Chair/Treasurer/Secretary - Chair Balmer called for nominations for the remaining offices. Walker was nominated by Vonk, seconded by Bandstra, for office of Vice-Chair. Motion carried by unanimous roll call vote Laakso was nominated by Martyniek, and seconded by Balmer, for the office of Treasurer. Motion carried by unanimous roll call vote Bandstra was nominated by Walker, seconded by Vonk, for the office of Secretary. Motion carried by unanimous roll call vote

4. APPROVAL OF AGENDA

Motion by Walker, seconded by Vonk, to approve the Agenda of January 29, 2025. – Motion carried by unanimous roll call vote

5. APPROVAL OF MINUTES

Motion by Walker, seconded by Laakso, to approve the Minutes of December 18, 2024. – Motion carried by unanimous roll call vote

6. OFFICER REPORTS

- A. Secretary None
- B. Treasurer Provided in agenda packet
- C. Vice-Chair None
- D. Chair None

7. PUBLIC COMMUNICATION - WRITTEN

A. Mark Postilion Resignation Letter

8. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES): None

9. UNFINISHED BUSINESS: None

10. NEW BUSINESS

A. Required Informational Meetings under PA 57

Motion by Bandstra, seconded by Vonk, to approve holding the informational meetings in June 2025 and December 2025. – Motion carried by a unanimous roll call vote

B. POW Strategies Proposal to Conduct DDA Training

Motion by Walker, seconded by Bandstra, to approve POW Strategies proposal to conduct DDA training in the amount of \$3,000 (Deposit). – Motion carried by a unanimous roll call vote

C. Wade's Bayou Murals RFP

Motion by Bandstra, seconded by Vonk, to approve issuing a request for proposals (RFP) for the repainting of the two buildings at Wade's Bayou with new murals pending final approval of the RFP. – Motion carried by a unanimous roll call vote

- D. FY 2025-2026 Budget Worksheets (Discussion)
- E. FY 2025-2026 Quoted Budget Items (Discussion) City Manager Nocerini requested the DDA members rank their priorities and email them to her.

Motion by Laakso, seconded by Martyniek to extend the meeting for 30 minutes. Motion carried by a unanimous roll call vote. Maggie Bandstra left the meeting.

- F. Beery Field Vehicle Charging Station (Discussion) Discussion regarding the agreement with Charge Point.
- G. Michigan Downtown Association Workshop City Manager Nocerini asked the DDA members to let the City know if anyone would like to sign up.
- H. Farmer's Market DDA Table Members will sign up for shifts to tend to the DDA table at the Farmer's Market.

I. Events & Updates Planning

- January (Saturday Soup Stroll/Passport Program Update)
- February (Pre-Bowl Tailgate Stroll)
- March (People & Pet Parade, Treats for Pets Stroll on March 8th)
- April (Earth Day/April 22nd)
- May (Derby Day/May 3rd)
- June-September (Tuesdays at the Farmer's Market)
- September (Michigan Downtown Days: September 27th)

11. COMMITTEE REPORTS: None

12. STAFF/MANAGER REPORTS: City Manager Nocerini gave an update on the groundbreaking ceremony at 415 Wiley, thanked the Rotary for the new Veteran's Plaque, problems with the business incentive program.

Motion by Laakso, seconded by Martyniek, to extend the meeting for 30 minutes. - Motion carried by unanimous voice vote

13. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES): None

14. BOARD COMMENTS: Walker discussed having the DDA sponsor a community-wide garage sale at Beery Field and met with April from the CVB to see if she was interested in running DDA events.

15. CHAIR COMMENTS: None

16. ADJOURNMENT

Motion by Balmer, seconded by Vonk to adjourn the meeting.

DDA TREASURER'S REPORT for February 26, 2025 Meeting

There was no revenue received during January 2025.

Expenses of \$7,548.39 were recorded during the month relating to the monthly allocation of city staff expenses for January of \$750.00, \$6,443.75 for Christmascape decorations, and \$354.64 of Community Promotions cost for the Downtown Douglas Passport Program gift certificate expenses.

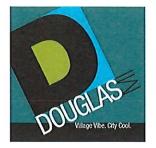
At January 31, 2025, the DDA had cash on hand of \$99,867.01. There were no liabilities recorded at month end, leaving an ending fund balance of \$99,867.01.

February 20, 2025

DDA BUDGET - 2024-2025 FISCAL YEAR beginning July 1, 2024

	2	024-2025							
	ŀ	Approved		ctivity for		2024-2025		dget Remaining	
		Budget	Jar	nuary 2025		YTD Activity	te	o Earn/Spend	Comments
REVENUES									
TAX INCREMENT RECAPTURE	\$	62,807.00	\$	-	\$., ,	TIF Recapture
OTHER INCOME INTEREST INCOME	\$	-	\$	-	\$	804.49 1,671.21	\$		Chair Rental and proceeds from Farmer's Market Interest Income Allocation
TOTAL Revenues	\$	62,807.00	\$	-	\$	· · · ·	\$	(4,180.35)	
	ć	0.000.00	÷	750.00	<u>ب</u>	F 250.00	÷	2 750 00	DDA alla sation for use of City Staff, July Deservice
DDA ADMINISTRATION TRAINING FUNDS	\$	9,000.00 1,000.00	Ş	750.00	Ş	5,250.00	Ş	1,000.00	DDA allocation for use of City Staff; July-December
BUSINESS INCENTIVE PROGRAM		5,000.00		-		- 284.16		4,715.84	Return of Sales Tax and Floor Wrap expenditures
CONTRACTUAL ENGINEERING		5,000.00		-		284.10		4,715.84	
									Fall Decorations, DDA Passports, Art In Douglas Music, Signs,
COMMUNITY PROMOTIONS		27,000.00		354.64		14,242.28		12,757,72	Oktoberfest, Cavern Tavern, Christmascape
DUES/FEES/PUBLICATIONS		-		-		-		-	
CAPITAL OUTLAY (Detail Below)		15,560.00		6,443.75		13,086.40		2,473.60	Christmascape, Beery Field Electrical Improvements (RAF)
TOTAL Expenditures	\$	57,560.00	\$	7,548.39	\$	32,862.84	\$	24,697.16	
SUMMARY:		-		-		-			
	<u>_</u>	co 007 00	<u>,</u>			cc 007 05	<u>,</u>	(4 400 25)	
REVENUES: EXPENDITURES	\$	62,807.00	Ş	-	\$	66,987.35 32,862.84	Ş	(4,180.35)	
EXPENDITORES		57,560.00		7,548.39	_	32,862.84		24,697.16	
BUDGET NET INCOME (LOSS)	<u>\$</u>	5,247.00	\$	(7,548.39)	\$	34,124.51	\$	(28,877.51)	
	ŀ	Approved	Α	ctivity for		2024-2025	Bud	dget Remaining	
<u>Capital Outlay Detail</u>		Budget	Jar	nuary 2025		YTD Activity		to Spend	
Memo:									
Beery Field Electrical Upgrades			\$	6,443.75	\$	12,887.50			
Christmascape					\$	198.90			
							\$	-	
Total Capital Budget	<u>\$</u>	15,560.00	\$	6,443.75	\$	13,086.40	\$	2,473.60	

2/20/2025



To: Douglas DDA Board

From: Lisa Nocerini, City Manager & Sean Homyen, Planning & Zoning Administrator/DDA

RE: Michigan Downtown Association Annual Dues Payment

Date: February 26th, 2025

The DDA received notification that the annual membership dues for the Michigan Downtown Association (MDA) are due by 3/31/2025 in the amount of \$250.00.

Sample Motion: Motion to approve the 2025-2026 Michigan Downtown Association dues in the amount of \$250.00.

Michigan Downtown Association P.O. Box 3591 North Branch, MI 48461 248-838-9711 director@michigandowntowns.com



Membership Invoice

Invoice # 3704

Randy Walker Douglas Downtown Development Authority PO Box757 Douglas, MI 49406 248-722-716

Membership dues are based upon an organization's total budget for DOWNTOWN. Please refer to the tiers below and if necessary, adjust your annual membership rate accordingly. \$249,000 & Under: \$250 \$250,000-\$499,999: \$400 \$500,000+: \$650 The \$100 contribution to our Advocacy Fund has already been included in your membership dues renewal invoice and is 100% OPT-IN.

MEMBER	ITEM	AMOUNT
Douglas Downtown Development Authority 3/31/2025 - 3/31/2026	Municipal or Public Membership Dues	Agency 250.00
	Contribution	~ _100.00_
Please remit payment to the address listed.		
Please do NOT Fax payments.		
		TOTAL: 350.00
Payment Stub	Member:	Walker, Randy Douglas Downtown Development Authority
	Invoice #:	3704
Please tear off this stub and include with your payment Send payment to:	Description: Date Due:	Membership Dues 3/31/2025
Michigan Downtown Association P.O. Box 3591	Amt. Due:	350.00

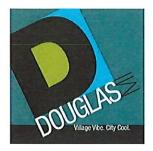
or login and pay online at www.michigandowntowns.com

North Branch, MI 48461

250.00

Enclosed:





To: Douglas DDA Board

From: Lisa Nocerini, City Manager & Sean Homyen, Planning & Zoning Administrator/DDA

RE: Apple Energy Contract Approval

Date: February 26th, 2025

We are seeking approval from the Douglas Downtown Development Authority (DDA) to move forward with a contract with Apple Energy for the replacement of two existing Level 2 electric vehicle (EV) chargers in Downtown Douglas. This project aims to enhance our EV charging infrastructure, promoting sustainable transportation options within our community.

Project Details

The scope of work includes:

- Removal and replacement of the existing Level 2 chargers (two in total).
- Connection to a new meter, with CMS Energy splitting the current location to allow for two meters.
- Connecting the existing subpanel to the new meter.
- Installation of two Red E Pro 50 amp dual-port chargers, featuring QR code and app readiness, 18' cables, and a 3-year hardware warranty.
- Extension of the hardware warranty for an additional 2 years.
- 5-year operations and maintenance plan, including 24/7 monitoring and servicing.

Cost Breakdown

- Materials and Labor for Installation: \$2,850.00
- Hardware for Autel 50-amp Dual Port: \$3,178.00
- Sales Tax on Hardware: \$190.68
- RED E Software Subscription: \$0.05 per kW
- Extended Hardware Warranty (2 Years): \$320.00
- Operations and Maintenance (5 Years): \$1,500.00
- Shipping: \$375.00
- Total Cost: \$8,413.68
- Rebate: -\$7,500.00
- Grand Total After Rebate: \$913.00

Payment Terms

- 50% Due Upon Contract Execution
- Final 50% Due Upon Project Completion

This project supports the DDA's mission to enhance downtown Douglas by providing modern amenities that encourage tourism and sustainable travel. The updated EV chargers will cater to the growing number of electric vehicle owners visiting our area, reinforcing Douglas as an environmentally conscious and forward-thinking destination.

I kindly ask for the DDA's approval to proceed with this contract with Apple Energy. The cost-effectiveness of the project, due to the generous rebate, presents a timely opportunity to improve our public infrastructure at minimal expense to the DDA.

Sample Motion: Motion to approve a contract with Apple Energy to manage the charging stations at Beery Field in the amount of \$8,413.68 (50% due upon contract execution and the final 50% due upon project completion), with funding from Capital Outlay.

Contract

Date:02/14/2025

Apple Energy 3315 Blue Star Hwy Saugatuck, Mi, 49453

Client: City of the Village of Douglas 86 W. Center St. Douglas, Mi, 49406 Job Overview

Remove the existing L2s and replace the existing L2s, two in total. The project will need to be connected to a new meter. CMS will split the current location, and there will be two meters. We will then connect the existing sub-panel to the new meter.

Details:

- A New Meter is required
- CMS signage required
- Permit
- Two Red E Pro 50 amp. QR Code and app ready, 18' Cables w/ pedestal and 3 yr hardware warranty
- Use current breakers and wiring are to be used.
- Extend the hardware warranty for 2 years
- 5-year operations and maintenance. 24/7 monitoring and servicing
- Software: .05 per kW. The software allows for pricing strategies and idle fees, competitively monitors for competitive pricing, and establishes the stations in all navigation systems and reciprocal software.

Pricing:		Cost:
•	Materials and labor for installation	\$2850.00
•	Hardware for Autel 50-amp dual port	\$3178.00
•	Sales Tax on Hardware only	\$190.68
•	RED E Software subscription	\$.05 per kW
•	Extended Hardware warranty (2 year)	\$320.00
•	Operations and Maintenance (5 years)	\$1500.00
•	Shipping	\$375.00
Total:		\$8,413.68
Rebate	one of the second se	-\$7,500.00
Grand To	otal after rebate	\$913.00

Acceptance of Terms: The city of the village of Douglas approves the terms and conditions outlined in this document and the scope of work provided. It also agrees to the following payment terms and amounts. Payment Terms: 50% due upon the contract execution

Final 50% upon project completion**

Client Accepted by:

Apple Energy Accepted by:

Name:			
Title			

Name: ______ Title: _____

Signature:

Signature:

Full payment is needed before the rebate final work is submitted. All rebates and grants are managed through Apple Energy. *The installation amount includes materials, taxes, and permits.

TERMS AND CONDITIONS OF SERVICES

1. <u>APPLICABILITY</u>.

(a) These terms and conditions for services (these "**Terms**") govern the provision of services by The Trouble Boys LLC d/b/a Apple Energy Too, a Michigan limited liability company ("**Apple Energy**") The City of the Village of Douglas, Mi

(b) The accompanying service contract (the **Contract**"), sand these Terms (collectively with the Order Confirmation, this "**Agreement**") comprise the entire agreement between the parties hereto, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern.

(c) These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. <u>SERVICES</u>. Apple Energy shall provide the services to Customer as described in the Order Confirmation (the "Services") in accordance with this Agreement. Apple Energy shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.

3. **CUSTOMER'S OBLIGATIONS**. Customer shall:

(a) cooperate with Apple Energy in all matters relating to the Services and provide such access to the location identified on the Site Map (the "Location"), and such other Customercontrolled facilities as may reasonably be requested by Apple Energy, for the purposes of performing the Services;

(b) respond promptly to any Apple Energy request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Apple Energy to perform Services in accordance with the requirements of this Agreement; and

4. <u>CUSTOMER'S ACTS OR OMISSIONS</u>. If Apple Energy's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Apple Energy shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. CHANGE ORDERS.

(a) If Customer wishes to change the scope, Location, or performance of the Services, it shall submit details of the requested change to Apple Energy in writing (a "Change Order").

(b) After receipt of a Change Order, the parties shall promptly negotiate the terms of such Change Order in good faith. Notwithstanding the foregoing, Apple Energy may terminate this Agreement if the parties cannot mutually agree to the terms of a Change Order within fifteen (15) days of receipt of such Change Order by Apple Energy. Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

(c) Notwithstanding Section 4(a) and Section 4(b), Apple Energy may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or affect the fees or any performance dates set forth in the Order Confirmation.

6. <u>FEES AND EXPENSES</u>.

(a) In consideration of the provision of the Services by Apple Energy and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation ("Fees").

(b) Customer shall pay all Fees due to Apple Energy outlined in the contract. Customer shall make all payments hereunder in US dollars by wire transfer per instructions provided by Apple Energy. In the event payments are not received by Apple Energy within ten (10) days after becoming due, Apple Energy may:

(i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law from the date such payment was due until the date paid;

(ii) suspend performance for all Services until payment has been made in full; and/or

(iii) terminate the Agreement in accordance with Section 12(a)(i).

(c) In the event Customer terminates this Agreement for any reason after Apple Energy has been awarded the grants and rebates described in the Order Confirmation (collectively, the "Awards"), Customer shall be required to pay a termination fee of \$2400.00] (the "Termination Fee").

7. <u>TAXES</u>. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

8. <u>CONFIDENTIAL INFORMATION</u>. Customer acknowledges that Customer may have access to information that is confidential and proprietary to Apple Energy, including, without limitation, the

existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of Apple Energy, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Customer agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third-party without the prior written consent of Apple Energy, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Customer shall notify Apple Energy immediately in the event Contractor becomes aware of any loss or disclosure of any Confidential Information. Apple Energy shall be entitled to injunctive relief for any violation of this Section.

9. **<u>REPRESENTATION AND WARRANTY</u>**.

(a) Apple Energy represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner.

(b) Apple Energy shall not be liable for a breach of the warranty set forth in Section 9(a) unless Customer gives written notice of the defective Services, reasonably described (the "**Defect Notice**"), to Apple Energy within a reasonable time after Customer discovers or ought to have discovered the Services were defective.

(c) If Apple Energy breaches such warranty, Apple Energy shall, in its sole discretion, either (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION 9(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE ENERGY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9(a).

10. <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9(a) ABOVE, APPLE ENERGY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

11. LIMITATION OF LIABILITY.

IN NO EVENT SHALLAPPLE ENERGY BE LIABLE TO CUSTOMER OR (a) TO ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR **OTHERWISE**, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT APPLE ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL APPLE ENERGY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE TO APPLE ENERGY PURSUANT TO THIS AGREEMENT.

12. <u>**TERMINATION**</u>. In addition to any remedies that may be provided under this Agreement, this Agreement may be terminated with immediate effect upon written notice by:

(a) Apple Energy, if Customer:

(i) fails to pay any amount when due under this Agreement to Apple Energy, and has not cured such failure to pay within ten (10) days; or

(ii) submits a Change Order which Apple Energy does not agree to in accordance with Section 5(b).

(b) Customer, if Apple Energy:

(i) is not awarded the Awards; or

(ii) is awarded the Awards, but subject to payment of the Termination Fee described in Section 6(c).

(c) either party, if the other party:

(i) has not otherwise materially performed or complied with any of the terms of this Agreement, in whole or in part, and has not cured such violation within thirty (30) days of receiving written notice of such violation from the other party (except in the case of Section 12(a)(i)); or

(ii) becomes insolvent, files a petition for bankruptcy or commences, or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. **INSURANCE**. During the term of this Agreement and for a period of one (1) year thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with policy limits sufficient (in Apple Energy's sole discretion) to protect and indemnify Apple Energy and its representatives and affiliates from any losses resulting from the acts or omissions of Customer and its agents. Customer shall promptly forward a certificate of insurance verifying such insurance upon execution of this Agreement, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 45-day notification period and that Apple Energy will be immediately notified in writing of any such notice of termination.

14. **FORCE MAJEURE**. Apple Energy shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or

performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Apple Energy's control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) telecommunication breakdowns, power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other similar events beyond the control of Apple Energy.

15. <u>ASSIGNMENT</u>. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Apple Energy. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

16. **RELATIONSHIP OF THE PARTIES**. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. **GOVERNING LAW**. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any conflict of laws principles.

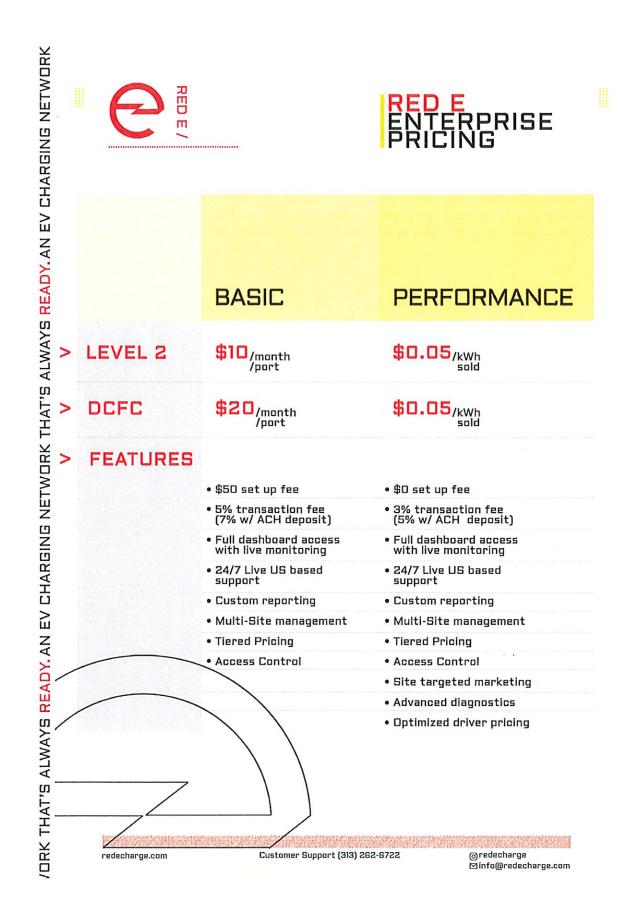
18. **MEDIATION.** Other than disputes involving the covenants and obligations set forth in Section 8 which may be filed directly in a court of law, Apple Energy and Customer agree that all other disputes and claims of any nature arising out of or relating to this Agreement (whether such disputes and claims are based in statutory, contractual, or common law), will be submitted exclusively first to mandatory non-binding mediation in [Grand Rapids], Michigan or at another mutually agreed-upon location, under the rules of Judicial Arbitration and Mediation Services ("JAMS") or under such other rules or under the auspices of such other organization as the parties may mutually agree. All information regarding the dispute or claim or mediation proceeding, including any mediation settlement, shall not be disclosed by Apple Energy, Customer, or any mediator to any third-party without the written consent of Apple Energy and Customer.

19. **NOTICES**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Service Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20. **SEVERABILITY**. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. <u>SURVIVAL</u>. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, and Survival.

22. <u>MISCELLANEOUS</u>. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

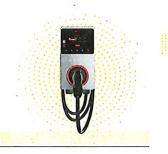


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AC COMMERCIAL SINGLE PORT LEVEL 2 CHARGER 12KW

POWER

>

INPUT/OUTPUT POWER RATING & CURRENT INPUT/OUTPUT VOLTAGE NETWORK TYPE INPUT CORD CONNECTOR TYPE GROUND FAULT DETECTION PROTECTION POWER MEASUREMENT ACCURACY 12kW (240V AC*50A) 208V±15%; 240V±15%, 60Hz L1/N+PE, L1/L2/PE Hardwired SAE J1772, 25ft (7.5m) 20mA CCID Overcurrent, Overvoltage, Undervoltage, Integrated Surge Protection Full Scale

OPERATIONAL RATINGS

ENCLOSURE RATING **DPERATING TEMPERATURE** RANGE STORAGE TEMPERATURE RANGE MOUNTING DIMENSIONS (H×W×D)

USER INTERFACE

STATUS INDICATION USER INTERFACE CONNECTIVITY COMMUNICATION PROTOCOLS USER AUTHENTICATION CARD READER SOFTWARE UPDATE

CERTIFICATION &

STANDARDS

SAFETY & COMPLIANCE EMC COMPLIANCE CERTIFICATION WARRANTY

LED/APP/Touch Screen (5 Inch LCD, 800*480) Autel Charge APP; Autel Charge Cloud Bluetooth, Wi-Fi, Ethernet, 4G, CAN, RS485 OCPP 1.6J (Can Be Upgraded To OCPP 2.0.1 Later) APP, RFID Card ISO 15693, ISO 14443, NFC DTA

NEMA 4

-40°F ~+131°F (-40°C ~+55°C)

Floor Using A Pedestal

-40°F ~+185°F (-40°C ~+85 °C) Wall Or

13.23"x7.36"x3.35" (336×187×85mm)

UL 2231-1, UL 2231-2, UL 2594, NEC Article 625, CSA C22.2, UL 916 FCC 15 Class B Energy Star, OpenADR 2.0b 36 Months, Warranty Extension Available

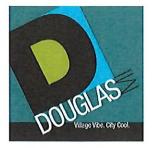
 A second se second sec second s second sec redecharge.com

Customer Support (313) 262-6722 @redecharge

⊠info@redecharge.com



Configuration 2 (Floor Mounted CMS with Dual Chargers)



To: Douglas DDA Board

From: Lisa Nocerini, City Manager & Sean Homyen, Planning & Zoning Administrator/DDA

RE: Beery Field Charging Station Rate Changes

Date: February 26th, 2025

We are requesting approval from the Douglas Downtown Development Authority (DDA) to change the vehicle charging rates at the Beery Field charging stations from free to a fee structure (specific rates to be determined).

Due to the rising costs of electricity, the City of the Village of Douglas is now in a position where it is necessary to implement fees for the use of these charging stations. This adjustment will help offset operational expenses while continuing to provide this valuable amenity to residents and visitors.

The new charging rates will be determined and communicated once approved. The change will take place 30 days after the rate changes are approved at this meeting to allow for proper public notification.

Your approval is requested to move forward with this change in rate structure. Doing so will ensure the continued sustainability of our EV charging infrastructure.

Sample Motion: Motion to approve moving the charging stations at Beery Field to a fee structure effective March 26th, 2025.



To: Douglas DDA Board

From: Lisa Nocerini, City Manager & Sean Homyen, Planning & Zoning Administrator/DDA

RE: Douglas Farmer's Market Temporary Gateway Banner Sign Application

Date: February 26th, 2025

Sue Poolman, Douglas Farmer's Market, is requesting to place a temporary banner on the DDA Gateway Sign located on the corner of Blue Start Highway and Center Street, advertising the Farmer's Market, Monday's and Tuesday's from June 2, 2025-September 29, 2025.

Sue has indicated in her application that the new addition of a vibrant banner will not only help to promote the market but also attract locals and guests into the Downtown Douglas area.

Sample Motion: Motion to approve the placement of a temporary banner sign on the Blue Star Highway/Center Street DDA Gateway sign on Monday's and Tuesday's from June through the end of September 2025.



Downtown Development Authority Temporary Gateway Banner Application

Application Fee \$50 + \$50 Deposit Payable Online Option at: <u>tinyurl.com/PayltOnline</u>

The Village of Friendliness - Since 1870

Application Checklist

🗆 A Co	\Box A Completed and Signed Douglas Downtown Authority Temporary Gateway Banner Application					
Not	Note: Applications must be received 30 days prior to the event. The DDA meets on the 4th Wednesday of each month;					
ther	efore, applications will be considered for approval by the DDA board during their next meeting following submission.					
🗆 \$50 /	application fee with a \$50 Deposit (deposit will be returned to applicant following the removal of the banner)					
	ering or graphic of proposed temporary banner					
	ns of Banner Display:					
0	One week prior to the event until 24 hours after the event (Note: Failure to adhere to these dates may result in forfeiture					
	of the sign deposit.)					
0	The banner must be securely fastened and meet safety standards.					
0	Banners must be weather-resistant.					
0	 Banners must not contain offensive or inappropriate content. 					
0						
0	Banners must not be larger than 24"x 94" The banner image is attached to the Farmers Market event application					

Applicant Information:

Name: Susan Poolman	Organization Douglas_Farmers_Market
Phone Number: <u>(269) 227-3448</u>	Email Address: <u>douglasfarmersmkt@gmail.co</u> m
Address / PO Box_PO Box_12	City: Douglas State: MI Zip:49406

Banner Information:

Event Name: Douglas Farmers Market	Event Dates: <u>Tuesdays, June 3 - Septembe</u> r 30, 2025
Banner Dimensions: 24" x 94"	Dates of event banner is promoting: Mon am - Tue pm 06/02 - 09/29

Banner Promotion:

How does the banner promote the community or an event that impacts the City of Douglas? (Insert explanation of how the banner promotes community engagement, local events, or activities that positively impact the City of Douglas).

With the newly vibrant addition of the Farmers Mkt at Beery Field, the banner will help not only to promte

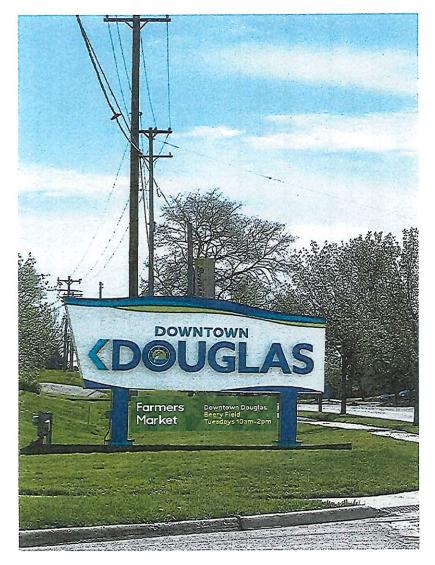
the market, but will attract locals and guests to the Downtown Douglas area. There they can not only shop the market, but also peruse the local galleries, diners and other amazing shops in Douglas.

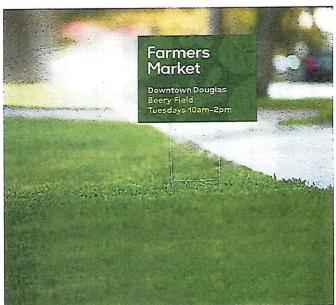
2024 was a huge success with the 1st Farmers Mkt in the downtown area as many businesses commented their appreciation. We look forward to 2025 being even more successful I hereby attest that the information on this application form is, to the best of my knowledge, true and accurate. It is the applicant's responsibility to meet the requirements of the Conditions of Banner Display in all respects and to provide the necessary information to the Downtown Development Authority for approval. A permit must be obtained prior to putting up the banner. I acknowledge there are no refunds for any reason.

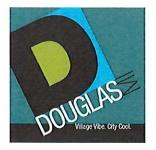
TOMA NAG Signature of Applicant

NOG Date

86 W. Center Street • PO Box 757 • Douglas, MI 49406 • Ph (269)857-1438 • Fx (269)857-4751 • www.douglasmi.gov







To: Douglas DDA Board
From: Lisa Nocerini, City Manager & Sean Homyen, Planning & Zoning Administrator/DDA
Date: February 19, 2025
Subject: 98 W Center St. Special Land Use - Ground Floor Residential - Recommendation to Planning Commission

Request. Mr. Erhan Kara has submitted an application for special land use approval for Ground Floor Residential under Section 26.13 and Short-Term Rental under Section 26.34 for the property at 98 W. Center St., located in the C-1 Village Commercial District.

Background. The subject property, located at 98 W. Center St., was recently purchased. It is zoned as C-1 Village Commercial District and covers 0.21 acres (9,147.6 SF). This parcel is part of the Spencer's Add Block 1 Plat. The building currently contains the art gallery in the main floor, residential use on the second floor, and a storage area in the basement. The proposal includes converting the basement (currently a storage area) into living space, converting the second floor into two separate units, and continuing to use the main floor as an art gallery. He seeks approval to convert the basement into Ground Floor Residential space and to use the living spaces as Short-Term



Rentals. The application, narrative, conceptual plans, and additional documents are attached.

Procedure. The owner is required to submit a special land use application for Ground Floor Residential under Section 26.13 and Short-Term Rental under Section 26.34 of the Zoning Ordinance. It should be noted that the short-term rental special land use for the C-1 District was adopted in 2021. Both uses require Special Land Use Approval from the Planning Commission. Additionally, a recommendation from the DDA is needed for the Ground Floor Residential use under Section 26.13(2)(C), as the property is located within the DDA boundary.

Section 26.13 Ground Floor Residential

- 1) <u>Locational Requirements:</u> Residential uses shall be permitted on the ground floor of a structure located in the C-1 District only where such use does not front upon Center Street.
- 2) <u>Site Requirements:</u>
 - a) All residential dwelling units on the ground floor of a structure located within the C-1 District shall be set back a minimum of thirty (30) feet from the Center Street right-ofway to avoid breaking up the continuity of active commercial areas along Center Street.
 - b) The Planning Commission shall make a determination that the regular flow of pedestrian traffic to and from established commercial uses is not likely to be negatively reduced or impeded by the residential use within a ground floor structure.
 - c) Any application for Ground Floor Residential use within the boundaries of the Downtown Development Authority shall be submitted to the DDA Board for recommendation prior to Planning Commission approval.
 - d) All standards of Article 10 C-1 Village Center District shall apply to a ground floor residential use except that the minimum transparency requirements set forth within Section 10.02, D, may be reduced to no less than 30% to insure the safety and privacy of residents.

(Amended October 19, 2009: Ord. #03-2009)

Recommendation. At the upcoming DDA meeting, the DDA members will review the Ground Floor Residential request and make a recommendation to the Planning Commission. DDA members should carefully consider the information presented in this report, as well as comments from the applicant and the public.

Suggested Motion. I move to recommend **[approval/denial]** to the Planning Commission for the request made by Erhan Kara for special land use approval for Ground Floor Residential, per Section 26.13 of the City of the Village of Douglas Zoning Ordinance, for the parcel identified as P.P. 59-551-002-00, located at 98 W. Center St.

Please feel free to contact me with any questions or concerns.

ARTICLE 10: C-1 VILLAGE CENTER DISTRICT

Section 10.01 Intent of C-1 Village Center District

The intent of this District is to maintain and enhance the vitality of the Village Center, provide services in close proximity to one another, reinforce the relatively intense development pattern of retail and service establishments on the ground floor with residential accommodations above, reduce the need for on-site parking by encouraging pedestrian and bicycle connections to and from the Village Center, and to expand the employment base and residential population of the Village Center. The compact development pattern of the Village Center establishes a pedestrian-oriented environment and stresses urban and civic design while encouraging the reuse of existing buildings. The District provides standards to reinforce the unique physical character of downtown and establishes minimum criteria for building design compatibility while promoting amenities necessary to attract business, residents and visitors.

Section 10.02 District Summary

<u>A. Permitted Uses</u>	C. Site and Building Placement
 Accessory Use, when accessory to permitted use Antique Store 	<u>Standards</u> Minimum Lot Area: 4,000 (square feet)
Art gallery Essential Public Services	Minimum Lot Frontage: 20 ft.
Library	Maximum Lot Coverage: 80%
 Museum Neighborhood Parks Office Building Outdoor Public Recreation Personal Service Establishment Professional Service Establishment Residential above Retail or Office Restaurant, Standard Retail Business or Retail Sales Showroom Studio for Performing/Visual Arts <u>B. Special Land Uses</u> Animal Grooming, subject to Section 26.03 Buildings associated w/ Public Facilities, subject to Section 26.29 Convalescent or Nursing Home, subject to Section 26.11 Hotel, subject to Section 26.22 Movie Theater, subject to Section 26.23 Place of Public Assembly, Large, subject to Section 26.26 Private Recreational Facilities, subject to 26.27 Residential, Ground Floor, subject to 26.13 Schools subject to Section 26.31 	Minimum Setbacks: Front: 0 ft Side: 5 ft., except where a commercial building is placed directly upon the side lot line. Rear: 5 ft., except where the rear yard abuts a side yard in a residential district the rear yard shall be 25 ft. The full width of a public alley between the rear yard of a lot and a side yard of a lot in a residential district may be considered part of the rear yard for setback computation. (See Schedule of Regulations)

1000 Fee Item 9E. 2000 ESWOW APPLICATION FOR SPECIAL USE PERMIT/ HOME OCCUPATION **CITY OF THE VILLAGE OF DOUGLAS PLANNING COMMISSION** Erhan Kara-Kara Real Estate LLC Name 1. Address 38 W. Center St. Douglas, MI 49406 Po box 753 2. Home 269-268 8.4 70 Work Phone 3. Legal description of property subject of request:____ 4. of 2 Block 1 Spencer's Addition size 66'x 132': 8712 saft: each floor is1450 There are 3 floors including ground floor in the bo Street address of property subject of request <u>38</u> W. Center st. Douglas 5. Is applicant the owner of the property: Yes X No 6. If No, give name and address of the property owner 7. How is the property presently zoned? <u>C-1</u> 8. If you are requesting approval for a HOME OCCUPATION, please submit with this application the following information: The total floor area of the residence a) The area of the room or rooms of the house to be utilized in the conduct of the b) home operation. A sketch showing the floor plan and the area to be utilized in the conduct of the c) home occupation Describe the nature of the home occupation d) Please note that all home occupations can only be approved subject to the limitations provided in Sec. 14.5 @ of the Zoning Ordinance. 9. Unless already described in #8, give a brief description of the SPECIAL USE requested. Short term rental of A units at the building, 10. Is the SPECIAL USE, which you are requesting, provided for under CHAPTER 25 of the

Douglas Village Zoning Ordinance? Yes

30

31

I certify that I have read and understand Article 25 - Special Use Proceedures of the Zoning Ordinance and that all of the information provided herein is true and accurate to the best of my knowledge,

information and belief.

\$

01/28/2025 Dated

Application fee of \$200 . 3000 . 00 (\$1000 fee, \$ 2000 for escrow)

Signature of Applicant

A SUMMARY OF PLANNING COMMISSION ACTION

1. Date of Public Hearing, if one was held

2. Action taken by Planning Commission and date taken

3. Application was Denied for following reasons

Item 9E. 02/02/2023

By Erhan Kara Kara Real Estate LLC PO box 753, Douglas, MI Ph: 269 268 04 70 erhan-Kura@ Ool.com

> To the respectable city of Douglas zoning administrator, Douglas city planning commission and DDA,

This is a change of use application that I'd like to present here for the possibility of converting the residential and commercial units at the 98W. Center st to be used as short term rental properties.

Currently there are 2 units on each of the floors (upper and basement) that I am requesting to obtain short term rental permits. Main entrance floor is rented by Water street Gallery in it's entirety, as well as the basement unit *1.

I have presented the drawing where I have designated 6 parking spaces at the back of the property for a total of 4 short term rental units. (Though only 3 units shall be used as STR within the next 3 years and the 4th unit shall be considered for STR depending on the future financials of the rentals.

This property was built in 2002 and the City of Douglas should have all the specs of the building related to the outside lighting, electrical boxes, utility placements, landscaping and the backyard parking area. No changes were ever made to it since it's inception in 2002.

PS: Currently the basement unit \$1 that is rented by the Water street Gallery does not have a bathroom built in The space for it was designated but never realized in 2002. I am obtain 32 estimates from professionals for one to be built in.

Item 9E.

American Land Title Association

File No./Escrow No.: 03-24932435-HOL Print Date & Time: 01/21/25 10:24 AM Officer/Escrow Officer: Christina Leathers Settlement Location: ATA National Title Group, LLC -- Holland 324 N. 120th Ave., Ste. 20 Holland, MI 49424 ATA National Title Group, LLC ALTA Universal ID: 1033513 324 N. 120th Ave., Ste. 20 Holland, MI 49424

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ALTA Settlement Statement - Seller Adopted 05-01-2015

> National Title Group

Holland, MI 49424		
		•
Property Address:	98 W Center St	
	Douglas, MI 49406	• •
Borrower/Buyer:	Kara Real Estate LLC, a Michigan limited liabilit	y company
9664 (C	311 Water St Apt 1121	
	Saugatuck, MI 49453	for for and
Seller:	Retrogetaway, Inc., a Michigan corporation	1 1.007 01
Deller:	P.O. Box 337	building)
	Douglas, MI 49406	proof of building ownership
	0000100 mm 12 100	punership /
Lender:	Horizon Bank, 77 E 8th St, Holland, MI, 49423	Lance Stuff
Settlement Date:	01/21/2025	
Disbursement Date:	01/21/2025	
Additional dates per state requirem	ients:	

		UTACOW BUNK
	RAN ADDING AND A	Greenin
Financial		
Sale Price of Property		\$880,000.0
Prorations/Adjustments		
Security Deposit Transfer	\$3,300.00	
City/Summer Taxes from 01/01/2025 to 01/21/2025	\$376.31	
County/Winter Taxes from 01/01/2025 to 01/21/2025	\$150.77	
January Rent Proration from 01/21/2025 to 01/31/2025	\$1,267.48	
Title Charges & Escrow / Settlement Charges		
Title - Owner's Title Insurance to ATA National Title Group, LLC - Holland	\$2,550.00	
Title - Settlement / Closing Fee to ATA National Title Group, LLC - Holland	\$350.00	
Commission		
Real Estate Commission - Listing to Century 21 Affiliated	\$17,600.00	
Real Estate Commission - Selling to Jaqua Realtors	\$22,000.00	
Government Recording and Transfer Charges		

Copyright 2015 American Land Yitle Association. All rights reserved. File #.03-24932435-HOL Printed on: 01/21/25 10:24 AM



BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Effective Date January 21, 2025	Policy Period (12:01 a.m. standard time) 01/21/2025 TO 01/21/2026)	Policy Number BO-11589386	
Named Insured and Mailing Addre KARA REAL ESTATE LLC PO BOX 753 DOUGLAS MI 49406-0753		Payment Me Account Nu Agent: SPE 380 HOL 616-	an: Full Pay ethod: Manual mber: 1001955242 ARS AGENCY GARDEN AVE LAND MI 49424-8656 396-3333 ears@fbinsmi.com	

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts. The premium may be subject to adjustment.

Description of Business Business Type Type of Legal Entity LIMITED LIABILITY COMPANY MERCANTILE **Description of Premises** Protection Loc. Class No. Location Address 98 CENTER ST, DOUGLAS, MI 49406-5284 3 1 Construction Occupancy Bldg. No. **Frame Construction** Mercantile 1 Year Roofing Replaced Roof Type Building Description: LRO - Mixed use **Property Coverage** Windstorm Building Annual Increase or Hail Loc Bldg. Type of Valuation Method ** Deductible Deductible Percentage Property* Limit of Insurance No. No. 8% 1,000 N/A 736,000 RC \$ \$ 1 1 Building Art Galleries - Other Than Not-for-profit

*BPP = Business Personal Property BPPY = Business Personal Property Permanent Yard Storage **RC = Replacement Cost ACV = Actual Cash Value FV = Functional Valuation Item 9E.

IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

Date of this notice: 01-13-2025

Employer Identification Number: 33-2799506

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-2799506. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice visit our Web site at www.irs.gov. If you do not have 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your :

Kara Real estate LLC

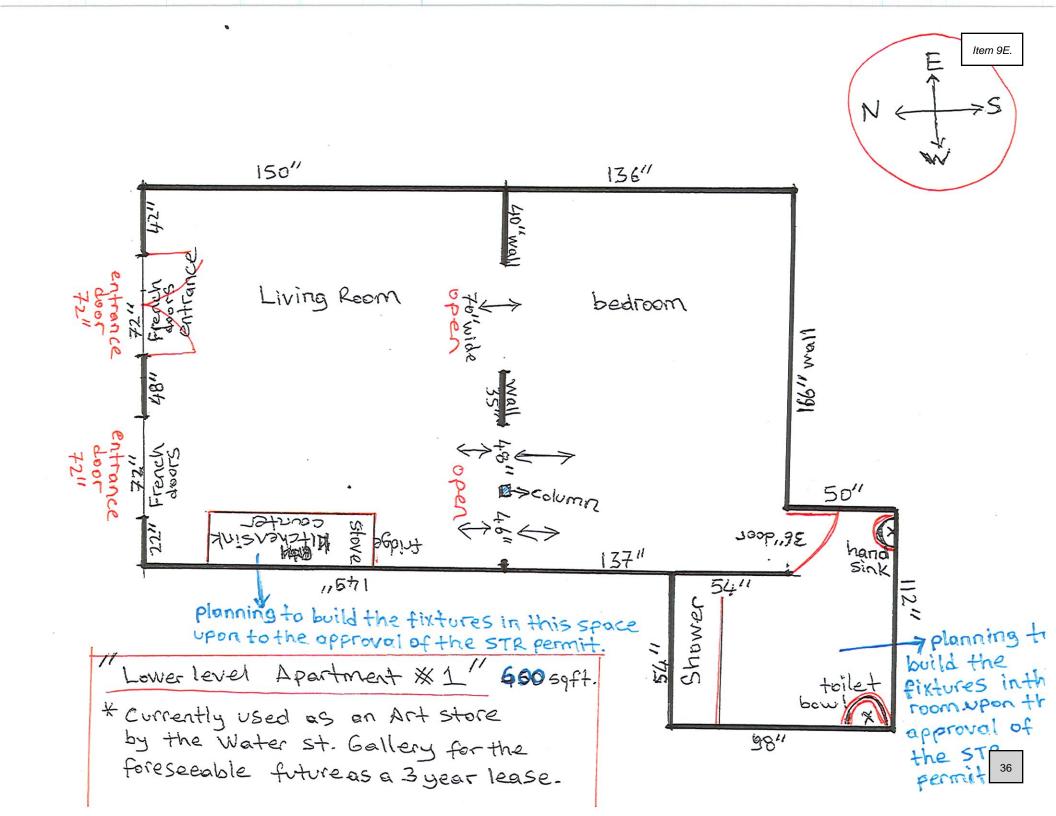
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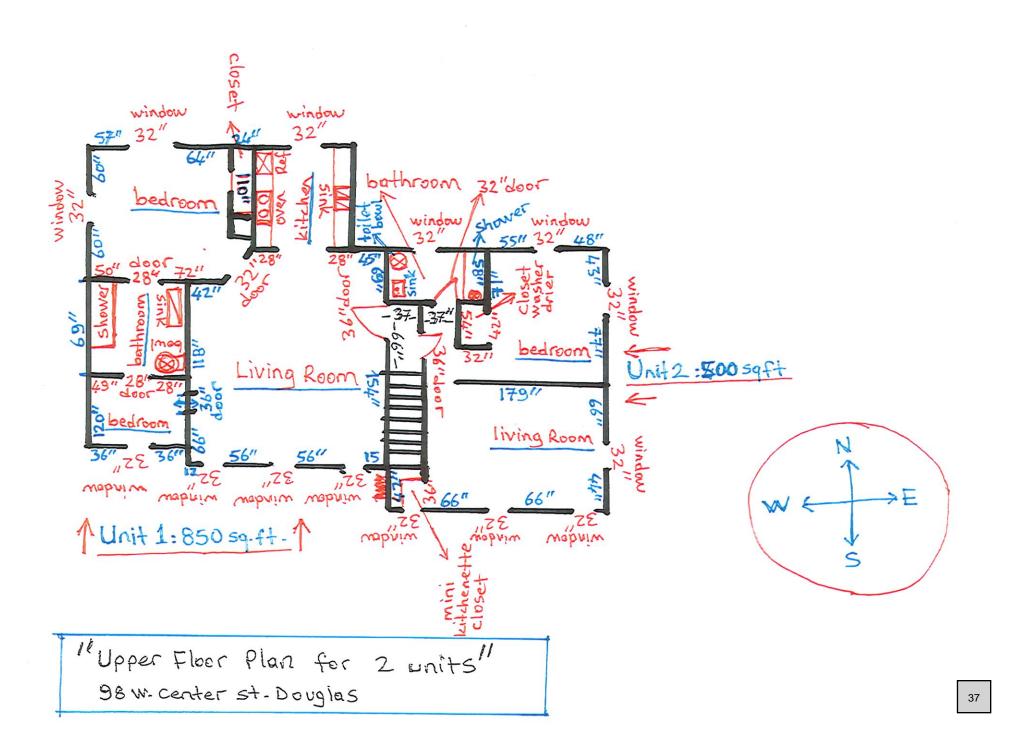


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KARA REAL ESTATE LLC ERHAN T KARA SOLE MBR PO BOX 753 DOUGLAS, MI 49406

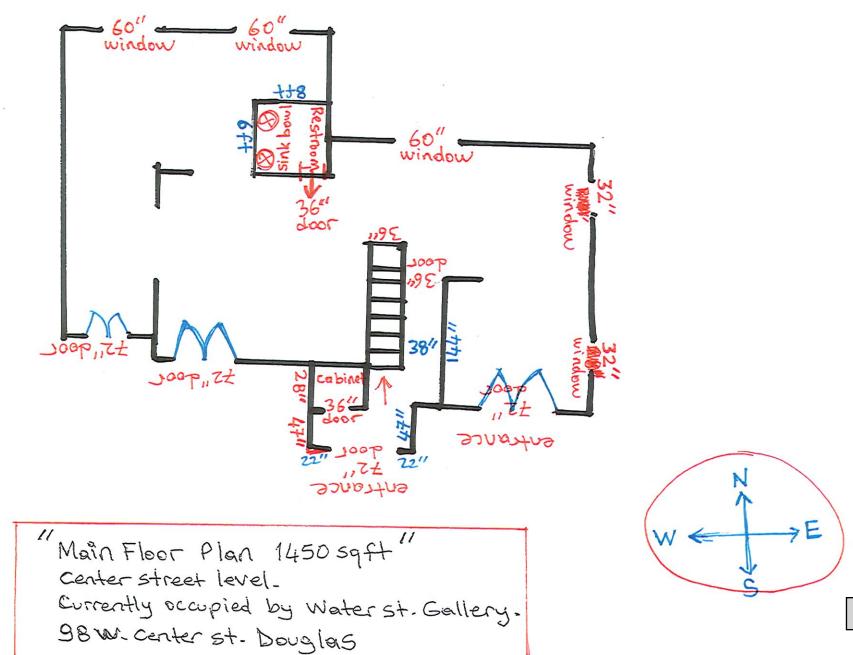
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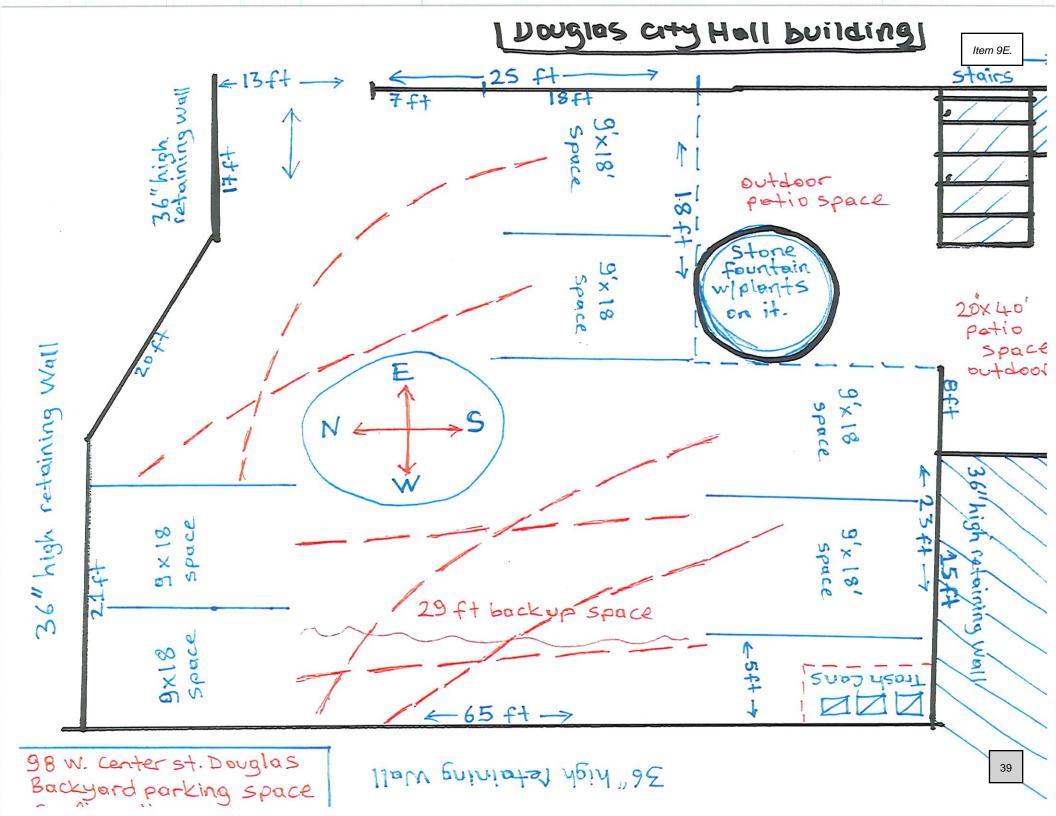


Item 9E.

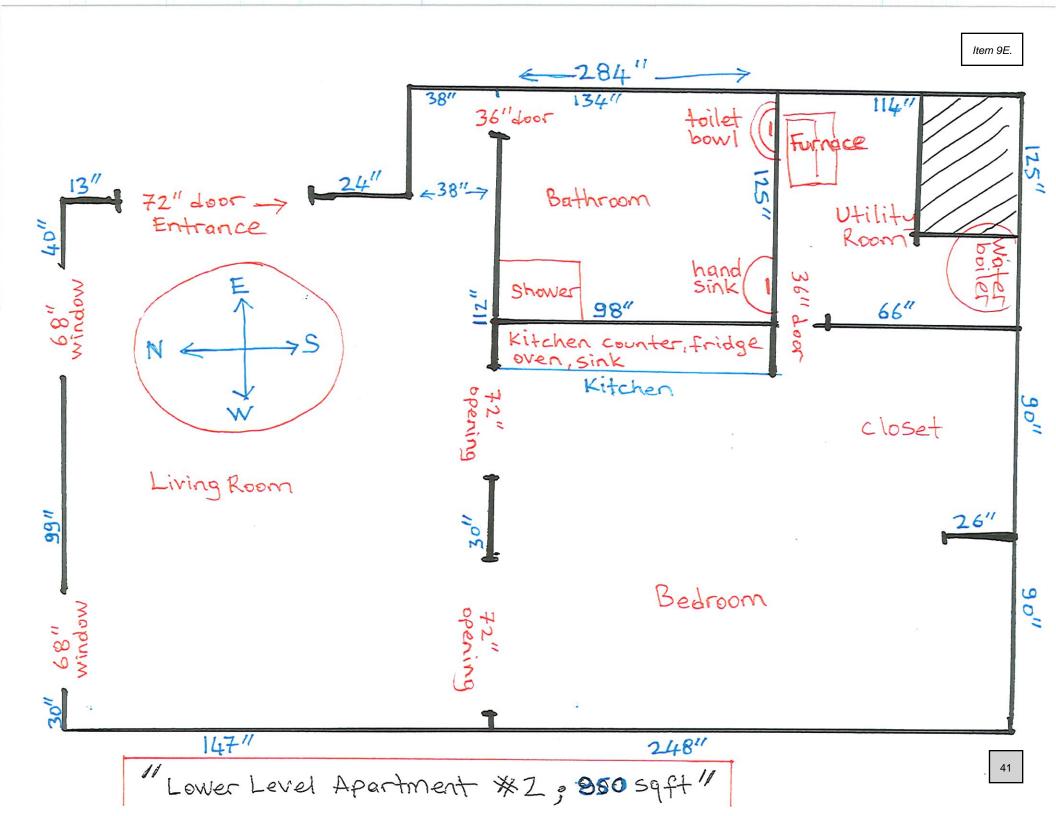
Item 9E.

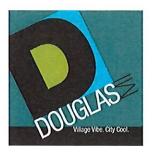


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To: Douglas DDA Board

From: Lisa Nocerini, City Manager & Sean Homyen, Planning & Zoning Administrator/DDA

RE: FY2025-2026 Budget Priorities (Discussion)

Date: February 26th, 2025

We received four out of eight responses to the budget survey and have provided a breakdown below:

High Priorities: (Ranked 4-5)

Community Promotions (\$5000.00) Passport Program Social Media Ads Purchase Holiday Decorations Banners (Quote 2) (\$8,186 2–3-year lifespan) DDA Website Investment Refurbish Light Poles City Administration Support Hire Marketing Specialist Business Incentive Program Strategic Planning

Mid-Level Priorities: (Ranked 3)

Promote creative Art Ideas/Contests Main & BSH New Signage Landscaping/Lawncare/Downtown Beautification Add a bike repair kit/pump station at Beery Field Christmas Tree Replace Business Incentive Program with Technical Assistance Training for DDA businesses

Low-Level Priorities: (Ranked 1-2)

Promote Wade's Bayou (Kayak Rental) Derby Day Swag Banners (Quote 1) (\$11,827 5-10 year life span) Farmer's Market DDA Swag/Entertainment Digital Kiosk Sign Downtown

No support (No ranking)

Research Adding an Upgraded Charging Station to Beery Field Fountain at Beery Field

We are providing worksheets at the meeting for those who may not have had a chance to complete them.

FY2025-2026 DDA Budget Item Survey

Community Promotions/Events Ranking	<u>1-Lowest</u>	2	3	4	<u>5 -</u> <u>Highest</u>
Community Promotions	1	0	0	0	2
Passport Program	0	0	1	0	2
Farmer's Market DDA Promotion Swag/Entertainment	0	1	0	0	0
Create a DDA/Farmer's Market Marketing Logo	1	0	0	0	0
Wade's Bayou Promotion (kayaks/boating)	0	2	0	1	0
Creative Art Ideas/Contests	0	2	1	0	0
Christmas Tree	2	0	0	1	0
Derby Day Swag/Support	1	1	0	0	0
Create a social media ads (purchase) line item to promote events in the DDA	0	0	1	0	2
				Con Martin	
Community Promotions/Events - Timeline	<u>FY25-26</u>	Future Budget			
Community Promotions	2	1			
Passport Program	2	0			
Farmer's Market DDA Promotion Swag/Entertainment	2	0			
Create a DDA/Farmer's Market Marketing Logo	0	1			
Wade's Bayou Promotion (kayaks/boating)	1	2			
Creative Art Ideas/Contests	1	0			
Christmas Tree	0	1			
Derby Day Swag/Support	1	0			
Create a social media ads (purchase) line item to promote events in the DDA	1	0			
Downtown Marketing - Ranking	<u>1-Lowest</u>	2	3	4	<u>5 -</u> <u>Highest</u>
Holiday Decorations (Fall, add lights to: Beery, Wade's, Christmas Tree)	0	0	1	0	1
Banners (Quote 1)	1	1	0	1	0
Banners (Quote 2)	0	0	1	0	1
Main & BSH Sign	1	0	0	1	0
Digital Kiosk Sign	1	1	0	1	0

DDA Website Investment	0	1	1	0	1
Downtown Marketing - Timeline	<u>FY25-26</u>	Future Budget			
Holiday Decorations (Fall, add lights to: Beery, Wade's, Christmas Tree)	1	0			
Banners (Quote 1)	0	2			
Banners (Quote 2)	1	0			
Main & BSH Sign	1	1			
Digital Kiosk Sign	0	0			
DDA Website Investment	0	0			
			The second		Nego - 1
					<u>5 -</u>
Infrastructure/Improvements in the DDA - Ranking	<u>1-Lowest</u>	2	3	4	Highes
Sidewalk Improvements	0	0	1	1	0
Landscaping/Lawncare/Downtown Beautification	0	1	1	0	0
Bumpout maintenance/transformation	1	1	0	0	0
Refurbish Lamp Poles	0	0	0	1	1
Add a bike repair kit/pump station at Beery Field	1	0	0	0	1
Research adding an upgraded charging station to Beery Field	0	0	0	0	0
Fountain	0	0	0	0	0
Infrastructure/Improvements in the DDA - Timeline	<u>FY25-26</u>	Future Budget			
Sidewalk Improvements	0	0			
Landscaping/Lawncare/Downtown Beautification	1	1			
Refurbish Lamp Poles	1	1			
Add a bike repair kit/pump station at Beery Field	0	0			
Research adding an upgraded charging station to Beery Field	0	0			
Fountain	0	0			
Additional Items	Gardening the fountain				
	AND STATES AND				

Staffing/Training/Support - Ranking	<u>1-Lowest</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5 -</u> <u>Highest</u>
Strategic Planning	0	0	0	3	0
Administrative Support (City Staff)	1	1	0	0	1
Intern/Marketing Specialist	0	2	0	0	1
Replace the Business Incentive Program with Technical Assistance Training for DDA Businesses	0	0	3	0	0
Business Incentive Program	2	0	0	0	1
Staffing/Trainings/Support - Timeline	FY25-26	Future Budget			
Strategic Planning	0	0			
Administrative Support (City Staff)	2	0			
Intern/Marketing Specialist	0	1			
Replace the Business Incentive Program with Technical Assistance Training for DDA Businesses	1	2			
Business Incentive Program	0	0			



DDA Budget Recommendations Estimated Costs Table

Note: Ranking choices are rated from lowest to highest priority.

Item/Estimated Cost	
Community Promotions	\$5,000-\$40,000
Passport Program	\$1,500
Community Promotions \$5,000-\$40,000 Passport Program \$1,500 Farmer's Market DDA Promotion Swag/Entertainment **(see below)	Needs to be quoted
Create a DDA/Farmer's Market Marketing Logo	Needs to be quoted.
Wade's Bayou Promotion (kayaks/boating)	Needs to be quoted.
Creative Art Ideas/Contests	Needs to be quoted.
Christmas Tree	\$9.00 per foot (2024 rate)
Christmascape	Already approved
(Downtown Holiday Lighting by Chips)	3 years x \$6,805 per year
Derby Day Swag/Support	\$300
Create a social media ads (purchase) line item to promote events in the DDA (Increase social media platform outreach)	\$500

**Ideas for Farmer's Market Giveaways: succulents, seed packets, maps of downtown, coffee coupons with mugs, coupons from the merchants, etc.

**Ideas for Farmer's Market Activities: Drawing; Entertainment; Face Painting; Balloons; Bounce House

**Additional thought: Explore other ways to promote our downtown. While events are lovely, they do not create long term success and can have spotty performance year over year. I would like to focus on a more vibrant day to day, which is in my opinion achieved through mutual commitment to open hours, marketing, and ensuring 1. Community Promotions/Events - Ranking

	1 - Lowest	2	3	4	5 - Highest
Community Promotions	0	0	0	0	\mathbf{O}
Passport Program	0	0	0	0	0
Farmer's Market DDA Promotion Swag/Entertainment	0	0	0	0	0
Create a DDA/Farmer's Market Marketing Logo	0	0	0	0	0
Wade's Bayou Promotion (kayaks/boating)	0	0	0	0	0
Creative Art Ideas/Contests	0	0	0	0	0
Christmas Tree	0	Ο	0	0	0
Derby Day Swag/Support	0	0	0	0	0
Create a social media ads (purchase) line item to promote events in the DDA (Increase social media platform outreach)	0	0	0	Ο	0

2. Community Promotions/Events - Timeline

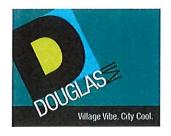
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	FY25-26		Future Budget
Community Promotions	0		0
Passport Program	0		0
Farmer's Market DDA Promotion Swag/Entertainment	0		0
Create a DDA/Farmer's Market Marketing Logo	0		0
Wade's Bayou Promotion (kayaks/boating)	0		0
Creative Art Ideas/Contests	0		0
Christmas Tree	\bigcirc		0
Derby Day Swag/Support	0		0
Create a social media ads (purchase) line item to promote events in the DDA (Increase social media platform outreach)	0		0
plation			

3. If you would like to add another item to the Community Promotions/Events, please include both the item, ranking, and timeline. For example: Ads - 5 - FY25-26.





DDA Budget Recommendations

Estimated Cost Table

Holiday Decorations (Fall, add lights to: Beery, Wade's, Christmas Tree)	\$5,000
Banners (Quote 1) Vinyl:	\$8,186 for 4 seasons x 35 banners (2-3-year longevity)
Banners (Quote 2)	\$11,827.80 for 4 seasons x 35 banners (5-10-year longevity)
Main & BSH Sign	\$16,750.82
Digital Kiosk Sign	\$15,000-\$18,000
DDA Website Investment	Needs to be quoted.

4. Downtown Marketing - Ranking

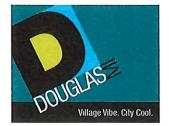
	1 - Lowest	2	3	4	5 - Highest
Holiday Decorations (Fall, add lights to: Beery, Wade's, Christmas Tree)	0	0	0	0	0
Banners (Quote 1)	0	0	0	0	0
Banners (Quote 2)	0	0	0	0	0
Main & BSH Sign	0	0	0	0	0
Digital Kiosk Sign	0	0	Ο	0	0
DDA Website Investment	0	0	0	0	0

5. Downtown Marketing - Timeline

	FY25-26	Future Bud
Holiday Decorations (Fall, add lights to: Beery, Wade's, Christmas Tree)	0	0
Banners (Quote 1)	0	0
Banners (Quote 2)	0	0
Main & BSH Sign	0	0
Digital Kiosk Sign	0	0
DDA Website Investment	0	0

Budget

6. If you would like to add another item to the Downtown Marketing, please include both the item, ranking, and timeline. For example: Ads - 5 - FY25-26.



DDA Budget Recommendations Estimated Cost Table

Item/Budget

Sidewalk Improvements Budget	\$5,000 Quote: \$17.25 per square foot/does not include ADA ramps
Landscaping/Lawncare/Downtown Beautification	\$25,000
Bumpout maintenance/transformation	Could be included with item above
Refurbish Lamp Poles	\$2,000 per pole to replace top light and leave existing pole
Add a bike repair kit/pump station at Beery Field	\$2,072-\$2,300
Research adding an upgraded charging station to Beery Field	Needs to be quoted.

7. Infrastructure/Improvements in the DDA - Ranking

	1 - Lowest	2	3	4	5 - Highest
Sidewalk Improvements	0	0	0	0	0
Landscaping/Lawncare/Downtown Beautification	0	0	0	0	0
Bumpout maintenance/transformation	0	0	0	0	0
Refurbish Lamp Poles	0	0	0	0	0
Add a bike repair kit/pump station at Beery Field	0	0	0	0	0
Research adding an upgraded charging station to Beery Field	0	0	0	0	0
Fountain	0	0	0	0	0

8. Infrastructure/Improvements in the DDA - Timeline

	FY25-26	Future Budget
Sidewalk Improvements	0	0
Landscaping/Lawncare/Downtown Beautification	0	0
Refurbish Lamp Poles	0	0
Add a bike repair kit/pump station at Beery Field	0	0
Research adding an upgraded charging station to Beery Field	0	0
Fountain	0	0

9. If you would like to add another item to the Infrastructure/Improvements in the DDA, please include both the item, ranking, and timeline. For example: Ads - 5 - FY25-26.

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DDA Budget Recommendations Estimated Cost Table

Item/Budget

Strategic Planning POW Strategies	\$6,000
Administrative Support (City Staff)	\$10,000
Intern/Marketing Specialist	\$5,000-\$15,000
Replace the Business Incentive Program with Technical Assistance Training for DDA Businesses	\$5,000
Business Incentive Program	\$15,000

10. Staffing/Training/Support - Ranking

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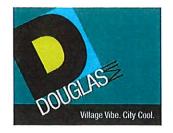
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	1 - Lowest	2	3	4	5 - Híghest
Strategic Planning	0	0	0	0	0
Administrative Support (City Staff)	0	0	0	0	0
Intern/Marketing Specialist	0	0	0	0	0
Replace the Business Incentive Program with Technical Assistance Training for DDA Businesses	0	0	0	0	0
Business Incentive Program	0	0	0	0	0

11. Staffing/Trainings/Support - Timeline

	FY25-26	Future Budget
Strategic Planning	0	0
Administrative Support (City Staff)	0	0
Intern/Marketing Specialist	0	0
Replace the Business Incentive Program with Technical Assistance Training for DDA Businesses	0	О
Business Incentive Program	0	0

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Farmer's Market DDA Table

Please fill out the availability for the DDA table at the Farmer's Market. Leave the days blank if you are unavailable that day.

1. June Dates

	1 Hour	2 Hours	3 Hours	4 Hours
June 3	0	0	0	0
June 10	0	0	0	0
June 17	0	0	0	0
June 24	0	0	0	0

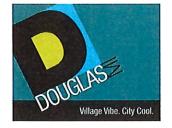


Farmer's Market DDA Table

Please fill out the availability for the DDA table at the Farmer's Market. Leave the days blank if you are unavailable that day.

2. July Dates

	1 Hour	2 Hours	3 Hours	4 Hours
July 1	0	0	0	0
July 8	0	0	0	0
July 15	0	0	\bigcirc	0
July 22	0	0	0	0
July 29	0	0	0	0

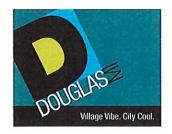


Farmer's Market DDA Table

Please fill out the availability for the DDA table at the Farmer's Market. Leave the days blank if you are unavailable that day.

3. August Dates

	1 Hour	2 Hours	3 Hours	4 Hours
August 5	0	0	0	0
August 12	0	0	0	0
August 19	0	0	0	0
August 26	0	0	0	0



Farmer's Market DDA Table

Please fill out the availability for the DDA table at the Farmer's Market. Leave the days blank if you are unavailable that day.

4. September Dates

	1 Hour	2 Hours	3 Hours	4 Hours	
September 2	0	0	0	0	0
September 9	0	0	0	0	0
September 16	0	0	0	0	0
September 23	0	0	0	0	0
September 30	0	0	0	0	0

Farmer's Market Table Coverage Update

**Yellow: Indicates no coverage

Farmer's Market DDA Table - June Dates	<u>1 Hour</u>	2 Hours	<u>3 Hours</u>	<u>4 Hours</u>	
6/3/25	2	1	0	0	Hours 3 & 4 need coverage
6/10/25	0	0	2	2	Covered
6/17/25	0	0	1	3	Covered
6/24/25	1	2	0	1	Covered
Farmer's Market DDA Table - July Dates	<u>1 Hour</u>	2 Hours	<u>3 Hours</u>	<u>4 Hours</u>	
7/1/25	0	1	0	3	Covered
7/8/25	1	1	0	1	Covered
7/15/25	0	2	0	0	Hours 3 & 4 need coverage
7/22/25	0	0	1	0	Hour 4 needs coverage
7/29/25	1	2	0	1	Covered
Farmer's Market DDA Table - August Dates	<u>1 Hour</u>	<u>2 Hours</u>	<u>3 Hours</u>	<u>4 Hours</u>	
8/5/25	0	1	1	0	Hour 4 needs coverage
8/12/25	0	2	0	2	Covered
8/19/25	0	2	0	2	Covered
8/26/25	2	0	0	1	Covered
Farmer's Market DDA Table - September Dates	<u>1 Hour</u>	2 Hours	<u>3 Hours</u>	<u>4 Hours</u>	
9/2/25	1	0	0	0	Hours 2-4 need coverage
9/9/25	0	0	1	1	Covered
9/16/25	0	0	0	2	Covered
9/23/25	0	0	0	2	Covered
9/30/25	1	1	0	1	Covered