



# AGENDA DDA BOARD OF DIRECTORS MEETING Meeting

8:30 AM - Tuesday, March 15, 2022

Back Office Studio - 13 N Washington Ypsilanti, MI 48197

Page

1. CALL TO ORDER
2. ROLL CALL

YLONDIA PORTIS	P	A
JEN EASTRIDGE	P	A
YLONDIA PORTIS	P	A
MICHELLE BIRAWER	P	A
BRYAN FOLEY	P	A
3. AGENDA APPROVAL
4. APPROVAL OF MINUTES
  - 4.1. [2-15-22 Ad Hoc Minutes](#) 3 - 4
5. PUBLIC COMMENT (3 MINUTES EACH)
6. NEW BUSINESS
  - 6.1. Washtenaw County Racial Equity Officer - Alize Asberry Payne
  - 6.2. Niles Match on Main Bridge Loan 5 - 9  
[Apothica Teas PERSONAL GUARANTEE City Revolving Loan Bridge Loans to DDA](#)  
[MAIN STREET PROMISSORY NOTE APOTHICA TEAS](#)
7. PROPOSED BUSINESS
8. AUDIENCE PARTICIPATION
9. ADJOURNMENT





MINUTES  
AD HOC COMMITTEE FOR EQUITABLE INVESTMENT MEETING  
8:30 AM - Tuesday, February 15, 2022  
Back Office Studio -13 N. Washington / Virtual Hybrid

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**1. CALL TO ORDER (8:39am)**

**2. ROLL CALL**

JEN EASTRIDGE P  
YLONDIA PORTIS P (8:37 am)  
BRYAN FOLEY P  
MICHELLE BIRAWER P

**3. AGENDA APPROVAL**

*Jen Eastridge motioned to approve the agenda. Bryan Foley supported the motion. Motion Carried - unanimous.*

**4. Approval of the minutes:**

Ylondia Portis noted that the minutes should have included that the committee was going to look at how to support at-home businesses, and businesses that do not have storefronts.

*Jen Eastridge motioned to approve the January 18, 2022 minutes as amended and Michelle Birawer supported the motion. Motion passed- unanimous.*

**5. PUBLIC COMMENT (3 MINUTES EACH) - none.**

**6. NEW BUSINESS**

**6.1. Event Sponsorship Application**

Staff provided the event sponsorship application.

The committee discussed the importance of collecting demographic information about events the DDA sponsors, and who they serve.

Ylondia Portis pointed out that there could be non-discrimination compliance issues that the DDA could bump into by requesting such data. She suggested that the DDA Inform the applicant why this data is important, make it optional to provide, and to separate it from the name of the organization.

This may help with data, but has no accountability in the applicant.

Diversity, Equity, Inclusion statements could be required by the application, but how do hold organizations accountable to their statements. A DEI statement alone can be lip service.

The DDA had asked First Fridays Ypsilanti for a DEI statement last year. They were able to provide it, and they also posted it on their website for transparency, and accountability.

Staff suggested that the application ask for a link to an organization's DEI statement on their website.

This is an opportunity to encourage organizations to write a statement if they do not have one yet.

Linking it to their online presence is a small token of commitment to their words.

## **6.2. Building Facade and Rehab Grant Application**

This application was also reviewed by the committee.

Staff stated that the biggest barrier to this program is that reimbursement grants are prohibitive to many small businesses, especially minority owned small businesses.

Another barrier is that there is a lack of knowledge about the program, and staff is continuously looking for ways to get the word out.

Jen Eastridge mentioned working with banks specifically regarding this grant.

Michele Birawer pointed out that dealing with banks can be scary and prohibitive in itself.

Ylondia Portis suggested working with investment organizations and getting advice from them on how to support an equitable program.

Staff spoke about the incentive and resource list the DDA has on the website, and provides to new business owners. Staff will link it onto the grants page as well.

Staff will also work with the HDC to keep the list of contractors that work with historic buildings updated.

Michelle Birawer asked if DDA Board members can take a bigger role in having these conversations in their districts.

Ylondia Portis spoke about potential city sponsored grant workshops in partnership with the SBDC.

## **6.3. FY 2022/2023 Budget**

Staff mentioned that the IGA will be renegotiated at the council meeting tonight.

This committee should be a part of figuring out how to spend the money saved from the new terms.

Bryan Foley spoke about the Interrupters

Staff talked about AATA history and partnerships.

Ylondia Portis was excited about the progressive concepts, and figuring out how to build on it.

Bryan Foley is interested in bringing something forward to the DDA in the future regarding this item.

## **7. PROPOSED BUSINESS**

Ylondia Portis - for the next agenda - committee members should think about the surplus and come to the meeting ready for creative brainstorming.

We have two meetings left and we need to start packaging up recommendations from the committee.

Staff will put together a draft of recommendations.

County Equity Office will be joining the next meeting.

## **8. AUDIENCE PARTICIPATION - none**

## **9. ADJOURNMENT**

*Motion to adjourn at 9:45am by Jen Eastridge. Supported by Bryan Foley. Motion passed-unanimous.*

**PERSONAL GUARANTEE**

Guarantee made **FEBRUARY 1, 2022** by **Laura Hollister, Apothica Teas, LLC 222 East Main Street, Niles, MI 49120**, herein after referred to as "Guarantors" to the Niles DDA Main Street, 333 North 2<sup>nd</sup> Street, Suite 303, Niles, MI 49120, herein after referred to as "Creditor", with respect to certain bridge funds to be loaned to **Laura Hollister**, herein after referred to as "Borrower", pursuant to a receiving a Match on Main Grant.

For good and valuable consideration, the receipt of which is hereby acknowledged, should the Guarantor(s) do anything to void the Match on Main Grant Agreement, the Guarantor(s) agree to guarantee payment of the indebtedness of Borrower to Creditor of sums due in the amount of **\$21,000.00** together with interest as called for in said Promissory Note.

This Guaranty is to remain in full force and effect until written notice of its termination is mutually agreed upon by Creditor and Guarantors.

It is further agreed that no conditions, limitations, alterations or modifications shall be made to this Guaranty after its execution except by writing, signed by Guarantors and approved by Creditor.

By \_\_\_\_\_  
Laura Hollister

\_\_\_\_\_  
Witness



# PROMISSORY NOTE

On the 1st day of FEBRUARY, 2021, hereinafter known as the "Start Date", LAURA HOLLISTER of APOTHICA TEAS 222 EAST MAIN STREET, NILES, MI 49120 hereinafter known as the "Borrower", has received and promises to payback Niles DDA Main Street, 333 N 2<sup>nd</sup> Street, Suite 303, Niles, MI 49120 hereinafter known as the "Lender", the principal sum of TWENTY-ONE THOUSAND US Dollars (\$21,000.00) with interest accruing on the unpaid balance at a rate of 3.3 percent (%) per annum, hereinafter known as the "Borrowed Money", beginning as of the Start Date in the manner as follows:

**1. PAYMENTS:** The full balance of this Note, including all accrued interest and late fees, is due and payable on OR BEFORE the 1<sup>ST</sup> day of MARCH, 2021, hereinafter known as the "Due Date".

A. **Installment(s).** (check the applicable box)

- **LUMP SUM** – Borrower shall pay a lump sum to be made in-full, principal and interest included, of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) by the Due Date.

- **INSTALLMENTS** – Borrower shall pay interest in the amount of FIFTY SEVEN Dollars and SEVENTY-FIVE CENTS (\$57.75) on

- a **weekly** basis with any remaining balance payable on the Due Date.
- a **monthly** basis with any remaining balance payable on the Due Date.
- a **quarterly** basis with any remaining balance payable on the Due Date.

**LATE FEE** - There shall be a late payment fee of Twenty-Five Dollars (\$25) if an installment is not paid on-time along with the default interest due, as described in Section 3, if the Lender does not receive the installment on the due date.

**2. SECURITY:** (check the applicable box)

- **UNSECURE** – There shall be NO SECURITY provided in this Note.

**SECURE** – There shall be Property described as MATCH ON MAIN MMS/MEDC GRANT hereinafter known as the "Security", which shall transfer to the possession and ownership of the Lender IMMEDIATELY pursuant to Section 6A of this Note. The Security may not be sold or transferred without the Lender's consent until the Due Date. If Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law. The Lender shall have the sole-option to accept the Security as full-payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not

exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

**3. INTEREST DUE IN THE EVENT OF DEFAULT:** In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at the maximum rate allowed by law, until the Borrower is no longer in default.

**4. ALLOCATION OF PAYMENTS:** Payments shall be first credited any late fees due, then to interest due and any remainder will be credited to principal.

**5. PREPAYMENT:** Borrower may pre-pay this Note without penalty.

**6. ACCELERATION:** If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.

**6A. SECURITY** - This includes any rights of possession in relation to the Security described in Section 2.

**7. ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

**8. WAIVER OF PRESENTMENTS:** Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.

**9. NON-WAIVER:** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

**10. SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

**11. INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

**12. CONFLICTING TERMS:** The terms of this Note shall control over any conflicting terms in any referenced agreement or document.

**13. NOTICE:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return



receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

**14. CO-SIGNER:** (check the appropriate box)

X - **NO COSIGNER** – This Note shall not have a Co-Signer.

- **CO-SIGNER** – This Note shall have a Co-Signer known as \_\_\_\_\_  
[Name of Co-Signer] hereinafter known as the "Co-Signer", and agrees to the liabilities and obligations on behalf of the Borrower under the terms of this Note. If the Borrower does not make payment, the Co-Signer shall be personally responsible and is guaranteeing the payment of the principal, late fees, and all accrued interest under the terms of this Note.

**15. EXECUTION:** The Borrower executes this Note as a principal and not as a surety. If there is a Co-Signer, the Borrower and Co-Signer shall be jointly and severally liable under this Note.

**16. GOVERNING LAW:** This note shall be governed under the laws in the State of Michigan.

**17. SIGNATURE AREA**

**Lender's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name Lisa Croteau/Niles Main Street

**Borrower's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name Laura Hollister

**Witness Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_