

AGENDA

OWOSSO MAIN STREET/DDA

REGULAR BOARD MEETING

Wednesday, October 4, 2023; 7:30 a.m.

Owosso City Hall; Council Chambers; 301 W. Main St., Owosso, MI



Owosso Main Street's mission is to foster an active and thriving downtown that is the heart of our community by promoting historic preservation and drawing both local residents and visitors to our city.

Call to order and roll call:

Review and Approval of Agenda: October 4, 2023

Review and Approval of Minutes: September 6, 2023

Public Comments:

Items of Business:

- 1) Check Register.....(Resolution)
- 2) Revenue and Expenditure Report.(Discussion)
- 3) Revolving Loan Fund Delinquent Loan Report.....(Discussion)
- 4) Revolving Loan Fund Loan Inventory Report.....(Discussion)
- 5) Revolving Loan Fund Ihm Enterprises.....(Discussion)
- 6) Revolving Loan Fund Kleeman Properties & O'Marie's(Resolution)
- 7) Revolving Loan Fund Three Fit Chicks.....(Discussion)
- 8) Main Street Plaza Masonry Repair Change Order... ..(Resolution)

Committee Updates:

- Design (Fredrick)
- Promotion (Olson)
- Organization (Moore)
- Economic Vitality (Omer)

Board Continuing Education/Information:

Director Updates:

Board Comments:

Adjournment:

[The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon 72 hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids on services should contact the City of Owosso by writing or calling Amy Kirkland, City Clerk, 301 W. Main St, Owosso, MI 48867 (989) 725-0500 or on the Internet. The City of Owosso Website address is www.ci.owosso.mi.us.]

**REGULAR MEETING MINUTES OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/OWOSSO MAIN STREET
CITY OF OWOSSO**

September 6, 2023, AT 7:30 A.M.

CALL TO ORDER: The meeting was called to order by Chair Jon Moore at 7:31 A.M.

ROLL CALL: Taken by Chair Jon Moore

PRESENT: Chair Jon Moore, Vice-Chair Lance Omer, Commissioners Melissa Wheeler, Nicole Reyna, Robert J. Teich, Jr. and Emily Olson. Bill Gilbert arrived at 7:36 A.M.

ABSENT: Commissioners Josh Ardelean. Wheeler left at 8:04 A.M.

OTHERS PRESENT: Lizzie Fredrick, DDA/OMS Director

AGENDA:

MOVED BY OLSON, SUPPORTED BY OMER TO APPROVE THE SEPTEMBER 6, 2023 DDA/OMS AGENDA AS PRESENTED.

**AYES: ALL
MOTION CARRIED**

MINUTES:

MOVED BY OLSON, SUPPORTED BY REYNA TO APPROVE THE AUGUST 2, 2023 DDA/OMS ANNUAL MEETING MINUTES.

**AYE: ALL
MOTION CARRIED**

PUBLIC COMMENTS: None.

ITEMS OF BUSINESS:

1. **CHECK REGISTER AUGUST 2023:** Olson shared that there was a \$25 charge for a chair that went missing at OatFest and noted that it would be beneficial for the Board to invest in supplies such as tents, tables and chairs instead of renting.

MOVED BY OLSON, SUPPORTED BY TEICH TO APPROVE THE CHECK REGISTER AS PRESENTED FOR AUGUST 2023.

**AYES: ALL
MOTION CARRIED**

2. **REVENUE AND EXPENDITURE REPORTS:** Fredrick reviewed the Revenue and Expenditure Report and answered questions.
3. **DELINQUENT LOAN REPORT:** Fredrick reviewed the Delinquent Loan Report and answered questions about the Owosso Cookie Company and Ihm Enterprises loans in delinquency.

Gilbert recommended revising the Revolving Loan Fund to require automatic withdrawal for future loans.

Omer recommended requiring a lien for future loans.
Olson asked staff to confirm if the unused RLF funds are gaining interest.

Board asked staff to confirm the attorney fees accrued from seeking collection through the court system for O'Marie's loan and what the estimated cost would be for doing the same with Ihm Enterprises' loan.

4. **LOAN INVENTORY REPORT:** Fredrick presented the Loan Inventory Report and answered questions.

Moore asked Omer to schedule an Economic Vitality Committee meeting to begin the revision process for the Revolving Loan Fund.

5. **CHARGEPOINT REPORT:** Fredrick updated the Board on the repairs for Electric Vehicle Charging Stations.

Board discussed the continued challenges with ChargePoint's customer service and their prolonged repair process for the EV Charging Stations.

Gilbert requested having Consumers Energy come on site to diagnose the cause of the Electric Vehicle Charging Stations' main circuit breaker chronic tripping.

6. **SOCIAL MEDIA ANALYTICS:** Fredrick reviewed the August social media analytics and answered questions.

Olson asked staff to include September and October Social Media Analytics in the November meeting packet to compare statistics and see how the #ExploreOwosso Passport Program affects the data.

7. **OMS/DDA MEETING SCHEDULE:** Fredrick reviewed the OMS/DDA Bylaws, Roster, Attendance and Meeting Schedule.

Teich recommended amending the bylaws to limit excused and unexcused absences.

Board discussed the difference in policies put into effect at the Organization Committee level versus amendments to the bylaws.

Moore suggested including the maximum number of excused and unexcused absences in the Organization Committee's Board Member Agreement.

Olson recommended clearer explanation of expectations for Board Members.

8. **OMS COMMITTEE STRUCTURE:** Fredrick presented the OMS/DDA Bylaws and Organization Flow Chart.

Moore asked if the Board would like the Organization Committee to bring a Board Member Onboarding Program to the Board for feedback.

Gilbert mentioned that he'd like to join the Organization Committee to brainstorm fundraising plans.

Gilbert suggested having a fundraising brochure in a physical and digital format.

COMMITTEE UPDATES:

1. **Design:** Fredrick updated the Board on the conclusion of the Summer Flower Program including an increased cost of watering due to the lack of rain and increased watering need of petunias.

Fredrick confirmed the downtown landscaping services will go out to bid for spring 2024 and that Fall Beautification will begin this month.

Olson and Gilbert complimented the petunia bridge baskets chosen for the Summer Flower Program.

Gilbert noted the challenges of cost and watering needs for petunias.

Board discussed the current downtown streetlight repair needs, the Downtown Streetlight Project cost and the need to raise funds to meet those costs.

Moore asked for the Design Committee to begin plans for fundraising for their programming.

2. **Promotion:** Olson shared that Mini Golf Madness will be held on Friday, September 15th. And the sub-committees have been determined to help support specific programming.
3. **Organization:** Fredrick provided updates on a Board Member Agreement and Committee Member Agreement.
4. **Economic Vitality:** None.

BOARD CONTINUING EDUCATION/INFORMATION: Fredrick updated the Board on the Grow with Google workshops at 8:00 A.M. on Monday, September 18th, Monday, October 16th and Monday November 6th.

Fredrick noted that Michigan Main Street will be in Owosso on Tuesday, October 31st for an on-site visit including a meeting with the Board.

Board scheduled the meeting for 9:30 A.M. on October 31st.

DIRECTOR UPDATES: Fredrick introduced Daylen Howard, a DDA/OMS Resident Board Member applicant.

BOARD COMMENTS: None.

ADJOURNMENT:

MOVED BY REYNA, SUPPORTED BY OLSON TO ADJOURN AT 9:11 A.M.

AYES: ALL

MOTION CARRIED

NEXT MEETING OCTOBER 4, 2023.

09/15/2023 02:06 PM
User: ELFredrick
DB: Owosso

CHECK DISBURSEMENT REPORT FOR CITY OF OWOSSO
CHECK DATE FROM 09/01/2023 - 09/15/2023

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
09/01/2023	1	136384	AGNEW SIGNS - MARK D AGNEW	BANNER OAT FEST	818.000	705	225.00
09/01/2023	1	136385	AMERICAN SPEEDY PRINTING	160 ACTIVITY CARDS	818.000	705	39.00
				4 CARDSTOCK 8.5X11 PRINTS	818.000	705	4.00
				30 11X17 POSTERS	818.770	705	22.50
				30 8.5X11 POSTERS	818.770	705	22.50
				200 B&W 5.5X8.5 BIKE PLACARDS	818.770	705	45.00
				25 KEEPSAKE POSTERS, 50 GIVEAWAY	818.770	705	39.00
				CHECK 1 136385 TOTAL FOR FUND 248:			172.00
09/01/2023	1	136387	APPLE TREE LANE	\$50 GIFT CARD VOLUNTEER RECOGNITION	818.770	705	50.00
09/01/2023	1	136388	AVIATOR JAYNE	\$50 GIFT CARD FOR VOLUNTEER RECOGNITION	818.770	705	50.00
09/01/2023	1	136401	HARRIS ELECTRIC LLC	REPLACE BREAKER AND TROUBLE SHOOT	930.000	200	728.33
09/01/2023	1	136404	KELLY'S REFUSE	MONTHLY REFUSE PICKUP - EVERY TUE & FRI	818.000	200	832.50
09/01/2023	1	136413	SHATTUCK SPECIALTY ADVERTISING	MOTORCYCLE DAYS TROPHIES	818.770	705	284.00
09/01/2023	1	136415	SIDELINE SPORTS BAR OWOSSO LLC	SIDELINE GIFT CARD	818.770	705	100.00
				BREAKFAST BURRITOS, 1 DAIRY FREE	818.770	705	54.00
				EGG RICK MUFFINS	818.770	705	20.00
				CHECK 1 136415 TOTAL FOR FUND 248:			174.00
09/01/2023	1	136426	VALLEY LUMBER	MATERIALS/SUPPLIES - JULY	920.100	200	6.99
09/01/2023	1	9585 (A)	AMAZON CAPITAL SERVICES	DDA ORDER 111-0111593-3553851	818.770	705	48.87
				DDA ORDER 11158558150055466	818.770	705	43.98
				CHECK 1 9585(A) TOTAL FOR FUND 248:			92.85
09/15/2023	1	136434	CITY OF OWOSSO	PRINCIPAL PAID	991.100	905	399.52
				INTEREST PAID	993.000	905	53.13
				CHECK 1 136434 TOTAL FOR FUND 248:			452.65
09/15/2023	1	136468	KELLY'S REFUSE	MONTHLY REFUSE PICKUP - EVERY TUE & FRI	818.000	200	832.50

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CHECK DISBURSEMENT REPORT FOR CITY OF OWOSSO
CHECK DATE FROM 09/01/2023 - 09/15/2023

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
09/15/2023	1	136486	SLOAN'S SEPTIC TANK SERVICE INC	2 BATHROOMS & 1 SINK FOR MOTORCYCLE	818.770	705	390.00
09/15/2023	1	136487	SPARTAN STORES LLC	MOTORCYCLE DAYS	818.770	705	23.43
09/15/2023	1	9630 (A) #	AMAZON CAPITAL SERVICES	DDA PURCHASES (2 OF 2 FOR OATFEST)	818.000	705	158.99
				DDA PURCHASES (1 OF 2 FOR OATFEST)	818.000	705	62.53
				DDA VIBRANCY GRANT PURCHASE	818.000	707	30.99
				CHECK 1 9630 (A) TOTAL FOR FUND 248:			<hr/> 252.51
09/15/2023	1	9637 (A)	BRUCKMAN'S MOVING & STORAGE	15X40 MONTHLY STORAGE UNIT	818.000	200	200.00
09/15/2023	1	9642 (A)	CONSUMERS ENERGY	ELECTRICITY-EV STATION	920.100	200	28.79
09/15/2023	1	9683 (A)	VERIZON WIRELESS	DDA	920.300	200	49.71
				Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORITY			4,845.26

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

PERIOD ENDING 09/30/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2023	MONTH 09/30/2023	(INCREASE) (DECREASE)	BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000 - REVENUE							
248-000-402.000	GENERAL PROPERTY TAX	35,926.00	8,344.22	0.00		27,581.78	23.23
248-000-402.100	TIF	220,053.00	0.00	0.00		220,053.00	0.00
248-000-540.000	STATE SOURCES	0.00	0.00	0.00		0.00	0.00
248-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	5,436.00	0.00	0.00		5,436.00	0.00
248-000-605.200	CHARGE FOR SERVICES RENDERED	0.00	0.00	0.00		0.00	0.00
248-000-665.000	INTEREST INCOME	500.00	1,120.75	0.00		(620.75)	224.15
248-000-670.000	LOAN PRINCIPAL	4,312.00	1,066.96	357.43		3,245.04	24.74
248-000-670.100	LOAN INTEREST	1,844.00	472.01	155.56		1,371.99	25.60
248-000-674.200	DONATIONS	0.00	0.00	0.00		0.00	0.00
248-000-674.300	INCOME-ECNMC RESTRUCTING	0.00	0.00	0.00		0.00	0.00
248-000-674.400	INCOME-PROMOTION	25,000.00	3,643.00	155.00		21,357.00	14.57
248-000-674.500	INCOME-ORGANIZATION	0.00	0.00	0.00		0.00	0.00
248-000-674.600	INCOME-DESIGN	0.00	0.00	0.00		0.00	0.00
248-000-674.700	EV STATION REVENUE	1,620.00	99.58	0.00		1,520.42	6.15
248-000-675.000	MISCELLANEOUS	0.00	0.00	0.00		0.00	0.00
248-000-699.101	TRANFERS FROM GENERAL FUND	33,921.00	0.00	0.00		33,921.00	0.00
248-000-699.287	ARPA TRANSFER IN	0.00	0.00	0.00		0.00	0.00
Total Dept 000 - REVENUE		328,612.00	14,746.52	667.99		313,865.48	4.49
TOTAL REVENUES		328,612.00	14,746.52	667.99		313,865.48	4.49
Expenditures							
Dept 200 - GEN SERVICES							
248-200-728.000	OPERATING SUPPLIES	3,450.00	53.13	0.00		3,396.87	1.54
248-200-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	10,000.00	0.00	0.00		10,000.00	0.00
248-200-810.000	INSURANCE & BONDS	3,000.00	0.00	0.00		3,000.00	0.00
248-200-818.000	CONTRACTUAL SERVICES	40,500.00	2,970.00	1,865.00		37,530.00	7.33
248-200-818.500	AUDIT	0.00	75.00	0.00		(75.00)	100.00
248-200-920.000	UTILITIES	3,000.00	0.00	0.00		3,000.00	0.00
248-200-920.100	ELECTRICITY-EV STATION	2,000.00	110.77	35.78		1,889.23	5.54
248-200-920.300	TELEPHONE	520.00	92.89	49.71		427.11	17.86
248-200-930.000	BUILDING MAINTENANCE - DPW	49,200.00	7,618.64	728.33		41,581.36	15.49
248-200-940.000	EQUIPMENT RENTAL - DPW	0.00	807.05	0.00		(807.05)	100.00
248-200-955.000	MEMBERSHIPS & DUES	1,000.00	0.00	0.00		1,000.00	0.00
248-200-956.000	EDUCATION & TRAINING	3,000.00	0.00	0.00		3,000.00	0.00
248-200-969.000	DEVELOPER REIMBURSEMENT	32,959.00	0.00	0.00		32,959.00	0.00
248-200-995.101	TRANSFER TO GENERAL FUND	11,003.00	0.00	0.00		11,003.00	0.00
Total Dept 200 - GEN SERVICES		159,632.00	11,727.48	2,678.82		147,904.52	7.35
Dept 261 - GENERAL ADMIN							
248-261-702.100	SALARIES	64,480.00	11,112.26	2,480.00		53,367.74	17.23
248-261-702.200	WAGES	0.00	0.00	0.00		0.00	0.00
248-261-702.300	OVERTIME	0.00	196.20	0.00		(196.20)	100.00
248-261-702.800	ACCRUED SICK LEAVE	0.00	0.00	0.00		0.00	0.00
248-261-703.000	OTHER COMPENSATION	0.00	0.00	0.00		0.00	0.00
248-261-715.000	SOCIAL SECURITY (FICA)	4,933.00	865.63	189.79		4,067.37	17.55
248-261-716.100	HEALTH INSURANCE	7,400.00	1,864.25	621.29		5,535.75	25.19
248-261-716.200	DENTAL INSURANCE	252.00	67.33	23.73		184.67	26.72

PERIOD ENDING 09/30/2023

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2023	MONTH 09/30/2023	(DECREASE)	BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Expenditures							
248-261-716.300	OPTICAL INSURANCE	36.00	7.74	2.58		28.26	21.50
248-261-716.400	LIFE INSURANCE	504.00	124.41	42.57		379.59	24.68
248-261-716.500	DISABILITY INSURANCE	968.00	125.66	42.98		842.34	12.98
248-261-717.000	UNEMPLOYMENT INSURANCE	6.00	4.27	0.00		1.73	71.17
248-261-718.200	DEFINED CONTRIBUTION	5,803.00	1,007.78	223.20		4,795.22	17.37
248-261-719.000	WORKERS' COMPENSATION	420.00	85.70	16.81		334.30	20.40
Total Dept 261 - GENERAL ADMIN		84,802.00	15,461.23	3,642.95		69,340.77	18.23
Dept 704 - ORGANIZATION							
248-704-728.000	SUPPLIES	1,000.00	7.18	0.00		992.82	0.72
248-704-818.000	WORK PLAN EXPENDITURE	2,000.00	7.18	0.00		1,992.82	0.36
Total Dept 704 - ORGANIZATION		3,000.00	14.36	0.00		2,985.64	0.48
Dept 705 - PROMOTION							
248-705-802.000	ADVERTISEMENT	2,000.00	0.00	0.00		2,000.00	0.00
248-705-818.000	WORK PLAN EXPENDITURES	5,000.00	1,462.30	489.52		3,537.70	29.25
248-705-818.730	ART WALK	500.00	0.00	0.00		500.00	0.00
248-705-818.750	GLOW	6,531.00	0.00	0.00		6,531.00	0.00
248-705-818.760	RETAIL EVENTS	135.00	0.00	0.00		135.00	0.00
248-705-818.770	MOTORCYCLE DAYS	100.00	1,660.26	1,193.28		(1,560.26)	1,660.26
248-705-818.780	CHOCOLATE WALK	500.00	0.00	0.00		500.00	0.00
248-705-818.790	NYE BLOCK PARTY	4,000.00	0.00	0.00		4,000.00	0.00
Total Dept 705 - PROMOTION		18,766.00	3,122.56	1,682.80		15,643.44	16.64
Dept 706 - DESIGN							
248-706-818.000	WORK PLAN EXPENDITURES	7,000.00	69.51	0.00		6,930.49	0.99
248-706-818.700	CONTRACTUAL SERVICES-FLOWERS	0.00	0.00	0.00		0.00	0.00
Total Dept 706 - DESIGN		7,000.00	69.51	0.00		6,930.49	0.99
Dept 707 - ECONOMIC RESTRUCTURING							
248-707-818.000	WORK PLAN EXPENDITURES	0.00	0.00	0.00		0.00	0.00
248-707-818.000-MTCHONMAIN	CONTRACTUAL SERVICES	0.00	0.00	0.00		0.00	0.00
248-707-818.000-VIBRANCY22	CONTRACTUAL SERVICES	0.00	140.99	30.99		(140.99)	100.00
Total Dept 707 - ECONOMIC RESTRUCTURING		0.00	140.99	30.99		(140.99)	100.00
Dept 901 - CAPITAL OUTLAY							
248-901-965.585	CAPITAL CONTRIBUTION-DDA	0.00	0.00	0.00		0.00	0.00
248-901-965.585-DDASTRLITE	CAPITAL CONTRIBUTION-DDA	0.00	0.00	0.00		0.00	0.00
Total Dept 901 - CAPITAL OUTLAY		0.00	0.00	0.00		0.00	0.00
Dept 905 - DEBT SERVICE							

PERIOD ENDING 09/30/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2023	MONTH 09/30/2023	BALANCE	
			(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Expenditures						
248-905-991.100	PRINCIPAL	54,840.00	1,195.57	399.52	53,644.43	2.18
248-905-992.000	PAYING AGENT FEES	0.00	0.00	0.00	0.00	0.00
248-905-993.000	INTEREST	15,396.00	162.38	53.13	15,233.62	1.05
Total Dept 905 - DEBT SERVICE		70,236.00	1,357.95	452.65	68,878.05	1.93
TOTAL EXPENDITURES		343,436.00	31,894.08	8,488.21	311,541.92	9.29
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		328,612.00	14,746.52	667.99	313,865.48	4.49
TOTAL EXPENDITURES		343,436.00	31,894.08	8,488.21	311,541.92	9.29
NET OF REVENUES & EXPENDITURES		(14,824.00)	(17,147.56)	(7,820.22)	2,323.56	115.67

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Delinquent Loan Report

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Customer Code	Customer Name		Loan #	Loan Type
Invoice #	Post Date	Due Date	Amount Due	
00002	CITY OF CORUNNA		00055	CITY OF CORUNNA WATER DEBT 11%
0000006982	08/22/2023	08/22/2023	41,904.00	
		Total Due:	41,904.00	
00197	IHM ENTERPRISES		00044	PROPERTY DEVELOPMENT LOAN
0000006786	04/03/2023	05/01/2023	659.94	
0000006814	05/01/2023	06/01/2023	652.54	
0000006849	06/01/2023	07/01/2023	609.94	
0000006926	07/03/2023	08/01/2023	609.94	
0000006969	08/01/2023	09/01/2023	609.92	
		Total Due:	3,142.28	
00318	OWOSSO COOKIE COMPANY		00023	BUSINESS DEVELOPMENT LOAN
0000006841	06/01/2023	07/01/2023	289.36	
0000006918	07/03/2023	08/01/2023	289.68	
0000006961	08/01/2023	09/01/2023	289.68	
		Total Due:	868.72	

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Loan Inventory Report
Interest Date: 9/14/2023

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DB: Owosso

Customer Code		Customer Name		Total Paid	Next Payment	Principal	Interest	Total
Loan Number	Loan Type							
00314		GILBERT'S HARDWARE						
00001	PROPERTY DEVELOPMENT LOAN			39,261.62	11/01/2023	12,926.87	0.00	12,926.87
Loan		06/30/2021	50,000.00					
00306		10 COMPUTER REPAIR & MORE LLC						
00002	EMERGENCY RESPONSE LOAN			2,453.83		0.00	0.00	0.00
Loan		06/30/2021	2,415.90					
00307		AAMAZON LEGAL SERVICES, PLLC						
00003	EMERGENCY RESPONSE LOAN			2,680.89		0.00	0.00	0.00
Loan		06/30/2021	2,635.99					
00308		ADAPTIVE TECHNOLOGY SOLUTIONS, LLC						
00004	EMERGENCY RESPONSE LOAN			3,305.39		0.00	0.00	0.00
Loan		06/30/2021	3,280.72					
Write Off		01/12/2022	0.00					
00309		ASHLEIGH'S DANCE SHACK LLC						
00005	EMERGENCY RESPONSE LOAN			2,680.89		0.00	0.00	0.00
Loan		06/30/2021	2,635.99					
00310		AZEE BUSINESS SOLUTIONS (NO PENALTY)						
00006	BUSINESS DEVELOPMENT LOAN			6,865.37	10/01/2023	19,153.50	20.75	19,174.25
Loan		06/30/2021	24,587.17					
00310		AZEE BUSINESS SOLUTIONS (NO PENALTY)						
00007	BUSINESS DEVELOPMENT LOAN			0.00		0.00	0.00	0.00
Loan		01/01/2022	23,000.00					
Write Off		01/01/2022	23,000.00					
00313		FOSTER COFFEE COMPANY						
00008	EMERGENCY RESPONSE LOAN			2,642.60		0.00	0.00	0.00
Loan		06/30/2021	2,635.99					
Write Off		09/01/2021	0.00					
00197		IHM ENTERPRISES						
00010	EMERGENCY RESPONSE LOAN			1,985.49		0.00	0.00	0.00
Loan		06/30/2021	1,985.45					
Write Off		07/01/2021	0.00					
00288		INSIGHT VISION CENTER, LLC						
00012	BUSINESS DEVELOPMENT LOAN			12,552.80	10/01/2023	34,576.21	37.46	34,613.67
Loan		06/30/2021	44,538.00					
00316		JACKIE LEE SHENK						
00013	EMERGENCY RESPONSE LOAN			2,430.88		0.00	0.00	0.00
Loan		06/30/2021	2,393.63					
00317		JE BLANCHETT, INC.						
00014	EMERGENCY RESPONSE LOAN			2,679.59		0.00	0.00	0.00
Loan		06/30/2021	2,635.99					
00321		MOWINSKI PROPERTIES, LLC						
00017	PROPERTY DEVELOPMENT LOAN			12,552.80	10/01/2023	35,759.50	38.74	35,798.24
Loan		06/30/2021	45,646.83					
00315		NORM HENRY SHOES						
00018	EMERGENCY RESPONSE LOAN			2,421.10		0.00	0.00	0.00
Loan		06/30/2021	2,421.10					

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Loan Inventory Report
Interest Date: 9/14/2023

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DB: Owosso

Customer Code		Customer Name		Total Paid	Next Payment	Principal	Interest	Total
Loan Number	Loan Type							
00322		O'MARIES', LLC						
00020	EMERGENCY RESPONSE LOAN			214.91		0.00	0.00	0.00
	Loan	06/30/2021	3,065.81					
	Rate Change	09/02/2021	3.00					
	Write Off	06/05/2023	0.00					
	Write Off	06/05/2023	0.00					
	Write Off	06/07/2023	0.00					
	Write Off	06/07/2023	0.00					
00318		OWOSSO COOKIE COMPANY						
00023	BUSINESS DEVELOPMENT LOAN			6,084.00	07/01/2023	23,889.29	203.60	24,092.89
	Loan	06/30/2021	28,443.70					
00323		R & B MUSIC AND SOUND, LLC						
00024	EMERGENCY RESPONSE LOAN			2,458.93		0.00	0.00	0.00
	Loan	06/30/2021	2,421.08					
00289		SHOOK WESTOWN DEVELOPMENT, LLC.						
00025	PROPERTY DEVELOPMENT LOAN			12,552.80	10/01/2023	34,971.62	37.89	35,009.51
	Loan	06/30/2021	44,908.53					
00327		WE PRINT EVERYTHING, LLC						
00026	EMERGENCY RESPONSE LOAN			2,458.05		0.00	0.00	0.00
	Loan	06/30/2021	2,420.00					
00191		WOODWORTH COMMERCIAL LLC						
00027	EMERGENCY RESPONSE LOAN			2,680.89		0.00	0.00	0.00
	Loan	06/30/2021	2,635.99					
00191		WOODWORTH COMMERCIAL LLC						
00028	BUSINESS DEVELOPMENT LOAN			11,193.52	10/01/2023	20,213.74	21.90	20,235.64
	Loan	06/30/2021	29,765.09					
00282		WOODWORTH PROPERTIES LLC						
00029	BUSINESS DEVELOPMENT LOAN			13,035.60	11/01/2023	33,782.44	0.00	33,782.44
	Loan	06/30/2021	44,166.54					
00012		OWOSSO DDA						
00030	BUSINESS DEVELOPMENT LOAN			11,768.90	10/01/2023	20,853.24	22.59	20,875.83
	Loan	06/30/2021	30,920.72					
00344		BRIANNA LEIGH, LLC						
00031	BUSINESS DEVELOPMENT LOAN			47,733.28		0.00	0.00	0.00
	Loan	06/30/2021	46,894.64					
00345		BRIANNA LEIGH EQUITIES, LLC						
00032	PROPERTY DEVELOPMENT LOAN			47,733.28		0.00	0.00	0.00
	Loan	06/30/2021	46,894.64					
00346		108 E. EXCHANGE, OWOSSO, LLC						
00033	PROPERTY DEVELOPMENT LOAN			12,570.00	10/01/2023	38,853.93	42.09	38,896.02
	Loan	06/30/2021	48,563.42					
00357		SIDELINE SPORTS BAR, LLC						
00037	PROPERTY DEVELOPMENT LOAN			23,510.36	10/01/2023	29,105.93	67.59	29,173.52
	Loan	06/30/2021	50,000.00					

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Loan Inventory Report
Interest Date: 9/14/2023

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DB: Owosso

Customer Code	Customer Name						
Loan Number	Loan Type		Total Paid	Next Payment	Principal	Interest	Total
00372	THREE FIT CHICKS LLC						
00038	BUSINESS DEVELOPMENT LOAN		17,968.60	10/01/2023	34,158.46	37.01	34,195.47
Loan	01/01/2022	50,000.00					
00373	CITY OF OWOSSO						
00039	INTERFUND LOAN		44,814.00	06/30/2024	58,173.82	0.00	58,173.82
Loan	06/30/2021	92,846.70					
Rate Change	07/01/2023	0.00					
00197	IHM ENTERPRISES						
00044	PROPERTY DEVELOPMENT LOAN		12,329.60	05/01/2023	40,048.54	535.47	40,584.01
Loan	07/01/2021	50,000.00					
00312	ELITE PET STYLING						
00045	EMERGENCY RESPONSE LOAN		3,759.60		0.00	0.00	0.00
Loan	06/30/2021	3,500.00					
Loan	07/01/2021	205.45					
00320	MA HANNA CORP OF MICHIGAN						
00046	EMERGENCY RESPONSE LOAN		833.57		0.00	0.00	0.00
Loan	06/30/2021	677.13					
Loan	07/01/2021	172.36					
Write Off	10/01/2021	0.00					
00376	AZEE BUSINESS SOLUTIONS (PENALTY)						
00047	BUSINESS DEVELOPMENT LOAN		8,265.60	10/01/2023	15,712.82	17.02	15,729.84
Loan	01/01/2022	23,000.00					
00395	AVIATOR JAYNE						
00048	PROPERTY DEVELOPMENT LOAN		0.01		0.00	0.00	0.00
Loan	10/01/2022	40,000.00					
Write Off	10/03/2022	39,447.93					
00395	AVIATOR JAYNE						
00049	PROPERTY DEVELOPMENT LOAN AS OF 2022		6,756.12	10/01/2023	34,958.90	63.12	35,022.02
Loan	10/01/2022	40,000.00					
00400	SHI-SPORTSPLEX						
00050	PROPERTY DEVELOPMENT LOAN AS OF 2022		9,730.40	10/01/2023	42,519.95	99.80	42,619.75
Loan	12/01/2022	50,000.00					
050-470-021-012-00	WESENER BUILDING, LLC						
00051	DDA/MAINSTREET LOAN		5,128.91	10/06/2023	31,112.65	41.48	31,154.13
Loan	12/06/2022	34,747.43					
00002	CITY OF CORUNNA						
00052	CITY OF CORUNNA WATER DEBT 11% PER AGREEMENT		18,817.57		0.00	0.00	0.00
Loan	03/01/2023	20,874.52					
Loan Forgiveness	03/01/2023	(2,056.95)					
00002	CITY OF CORUNNA						
00053	CITY OF CORUNNA WATER DEBT 11% PER AGREEMENT		3,876.11	10/02/2023	99,211.78	229.68	99,441.46
Loan	03/01/2023	102,076.58					
00002	CITY OF CORUNNA						
00055	CITY OF CORUNNA WATER DEBT 11% PER AGREEMENT		0.00	08/22/2023	41,904.00	50.20	41,954.20
Loan	08/22/2023	41,904.00					
TOTALS:			420,787.86		701,887.19	1,566.39	703,453.58



301 W. MAIN • OWOSSO, MICHIGAN 48867 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: October 4, 2023

TO: Owosso Main Street/Downtown Development Authority

FROM: Lizzie Fredrick, OMS/DDA Executive Director

SUBJECT: Revolving Loan Fund Ihm Enterprises

On September 15, 2023, the City of Owosso received a notice of Chapter 13 Bankruptcy for the Revolving Loan Fund borrower for Ihm Enterprises, LLC (dba Capital Sports). The balance owed to the City of Owosso Revolving Loan Fund by Ihm Enterprises totals \$40,587.29 as of September 15, 2023. As of September 11, 2023, DDA City Attorney fees related to Ihm Enterprises total \$676.

Brad Barrett, the Finance Director, will be in attendance to answer questions.

Motion to Consider:

None

Attachment:

Ihm Enterprises Promissory Note
Ihm Enterprises Guarantee Agreement

PROMISSORY NOTE

Term Loan

Fixed Rate

\$50,000.00

Dated: 6/21/2021

Due Date: July 1, 2029

For value received, **Ihm Enterprises, a Michigan Limited Liability Company**, (Borrower) promises to pay to the order of **City of Owosso (Lender)**, at 301 West Main Street, Owosso, Michigan 48867 or another place Lender designates in writing, the principal sum of **\$50,000.00**, plus interest as provided in this note on all amounts outstanding, all in lawful money of the United States of America as stated below.

1. **Interest rate.** The principal amount outstanding under this promissory note (the Note) shall bear interest on a basis of a year of 360 days for the actual number of days amounts are outstanding at the rate of 3% per annum.
2. **Payment.** This Note shall be paid in consecutive monthly payments of principal and interest, in the amount of **\$586.48** each, beginning on **August 1, 2021**, and continuing on the same day of each consecutive month after that. A final payment will be due on the Due Date in an amount equal to the then unpaid principal and accrued interest. If the period from the date of this Note to the first payment Due Date (the First Payment Period) is more than one month, accrued interest for the number of days by which the First Payment Period exceeds one month will be, at Lender's option, (a) collected at closing; (b) payable in the month following the month in which this Note is signed, on the day of the month that the regular monthly payments provided for in this Note are due; or (c) payable with the first payment provided for in this Note. All payments required to be paid shall first be applied to costs and expenses required to be paid, then to accrued interest, and then the balance against the principal. Borrower understands that the installment payments of principal may not be sufficient to fully amortize the outstanding principal balance of this Note by the Due Date and that, in that case, the final payment due on the Due Date will be a payment of all then outstanding principal and accrued interest.
3. **Interest rate limited to maximum provided by law.** Nothing in this Note or any transaction relating to it shall be construed or operate to require Borrower to pay or be charged interest at a rate greater than the maximum allowed by the applicable law relating to this Note. If any interest or other charges charged, paid, or payable by Borrower in connection with this Note or any other document delivered in connection with this Note result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by applicable law, the excess shall be waived by the holder, and the excess paid shall be automatically credited against and in reduction of the principal due under this Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of Lender, shall immediately become due and payable.
4. **Events of default.** Borrower, without notice or demand of any kind, shall be in default under this Note on the occurrence of any of the following: (a) if any amount due and

owing on this Note, any fees due Lender, any expenses incurred by Lender under this Note, or any and all other liabilities and obligations of Borrower to Lender are not paid when due or (b) if any other event of default, as defined in the business loan agreement referenced below, as may be amended from time to time, occurs (Event of Default).

5. **Remedies.** On the occurrence of any Event of Default, Lender may, without notice, declare the entire unpaid and outstanding principal balance under this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable in full, without presentment, demand, or notice of any kind, all of which Borrower expressly waives. Lender shall then have and may exercise any one or more of the rights and remedies provided in this Note or in any loan agreement, mortgage, guaranty, security agreement, assignment, or other document relating to this Note. The remedies provided for under this Note are cumulative to the remedies for collection of the amounts owing under this Note as provided by law or by any loan agreement, mortgage, guaranty, security agreement, or other document relating to this Note. Nothing in this Note is intended or should be construed to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or any loan agreement, mortgage, guaranty, security agreement, or other instrument relating to this Note.
 6. **Costs of collection.** Borrower agrees, in case of an Event of Default under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.
 7. **Default rate of interest.** During any periods that an Event of Default has occurred and is continuing, after the Due Date, or after acceleration of maturity, the outstanding principal amount shall bear interest at a rate equal to 2 percent per annum greater than the interest rate otherwise charged under this Note.
 8. **Late charges.** If any required payment is not made within 10 days after the date it is due (other than the total payment of principal due on the Due Date), at the option of Lender, a late charge in the amount of 5 percent of the overdue payment may be charged.
 9. **No waiver of default.** Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. On any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest to be immediately due and payable nor the failure of Lender to demand strict performance of any other obligation of Borrower or any other person who may be liable shall constitute a waiver of any such rights or a waiver of such rights in connection with any future default on the part of Borrower or any other person who may be liable under this Note.
 10. **General.** Borrower and all endorsers and guarantors of this Note, if any, jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of protest or protest of this Note, and diligence in collection or bringing suit and consent to any and all extensions of time, renewals, waivers, or modifications that Lender may grant regarding payment or any other provisions of this Note and to the release of any collateral or any part of it, with or without substitution. Borrower's liability shall be absolute and unconditional, without regard to the liability of any other party to this Note. This Note shall be deemed to have been executed in, and all rights and obligations shall be governed by, the laws of the state of Michigan. Venue for all actions and disputes under this Note shall lie in **Shiawassee County**, Michigan.
 11. **Litigation.** Borrower warrants that upon the execution date of this agreement, there are no actions, suits, or proceedings pending or, to Borrower's knowledge, threatened or
-

likely to be asserted, against the Borrower, before any court, administrative agency, or other body, and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served on Borrower.

12. **Material Facts.** This Agreement and any other information furnished to Lender in connection with the loan contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

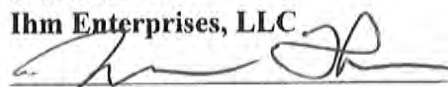
13. **Other documents.** This Note has been signed pursuant to, or is secured or supported by, the following documents:

- o Owosso Main Street/DDA Loan Application- Business Development dated 5/24/21
- o DDA Loan Amortization Schedule
- o guaranty signed by Michael Ihm dated 6/21/21

Borrower and Lender may also have signed other documents in conjunction with providing for security for this Note or other matters. Reference is made to the above documents for additional terms relating to the transaction giving rise to this Note or the security or support given for this Note and additional terms and conditions under which this Note matures or may be accelerated or prepaid.

BORROWER

Ihm Enterprises, LLC



Michael Ihm

Its: Owner

Lender

City of Owosso

By: 

Its: Mayor

GUARANTY AGREEMENT

This Guaranty is made on the 21 day of , 2021, by The City of Owosso, a Michigan municipal corporation (Lender) at its office at 301 West Main Street, Owosso, Michigan 48867, Michael JHM (Guarantor), and The Sideline Sports Bar, LLC (Borrower).

RECITALS

A. Lender has agreed to extend a loan to Borrower in the amount of \$50,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Borrower's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Borrower pursuant to the Note and any additional security for the performance and payment of the indebtedness.

B. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Lender's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Lender, including Lender's successors, administrators, personal representatives, and assigns, the prompt payment of Borrower's obligations and the full payment of Borrower's obligations (all in accordance with the terms of the Note and any related documents, including any security).

This Guaranty shall be a continuing guaranty until all of the terms of the Note and any related documents, including any security, shall be fully paid, satisfied, and discharged. The liability of Guarantor shall be direct and not conditional or contingent on the pursuit of any remedies made against Borrower.

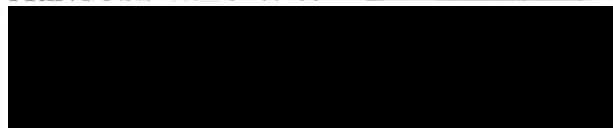
By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: 6/21, 2021

GUARANTOR
BY: [Signature]

PRINT NAME: Michael JHM



Owosso, Mi 48867

PREPARED BY:
Scott J. Gould P76101
Owosso City Attorney
114 East Main Street, Suite 218
Owosso, Michigan 48867
(989)729-0071



301 W. MAIN ▪ OWOSSO, MICHIGAN 48867 ▪ (989) 725-0570 ▪ FAX (989) 723-8854

MEMORANDUM

DATE: October 4, 2023

TO: Owosso Main Street/Downtown Development Authority

FROM: Lizzie Fredrick, OMS/DDA Executive Director

SUBJECT: Revolving Loan Fund Kleeman Properties & O'Marie's, LLC

Kleeman Properties (dba Owosso Cookie Company) is delinquent with their loan from the Revolving Loan Fund. As of September 14, 2023 the balance owed to the City of Owosso by Kleeman Properties totals \$24,092.89.

On November 22, 2022, the City Attorney filed a wage and tax garnishment for O'Marie's, LLC. The garnishment will expire on October 31, 2023 and can be refiled on November 1, 2023. As of September 15, 2023, the City of Owosso has not received any garnishments. As of September 11, 2023, DDA City Attorney fees for the O'Marie's lawsuit, including the filing fee, total \$827.

Motion to Consider:

Approve the City Attorney to pursue wage and tax garnishment for Kleeman Properties and refile for O'Marie's, LLC.

Attachment:

Kleeman Properties Promissory Note
Kleeman Properties Guarantee Agreement

PROMISSORY NOTE

\$30,000.00

Dated: April 14th, 2020
Owosso Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), THE BALANCE OF A LOAN ISSUED on April 8, 2020, in lawful money of the United States of America with interest thereon to be computed from JULY 1, 2020 at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 120 monthly installments of \$289.68 each, commencing on AUGUST 1, 2020, and continuing on the same day of each succeeding MONTH thereafter until JULY 1, 2023 when the final payment of outstanding principal and interest is due and payable. The attached amortization table shall become the required payment schedule from this date forward.

Notwithstanding anything to the contrary contained herein, at no time shall the interest payable be greater than the maximum permitted by law.

As to this note and all other instruments securing the indebtedness, the undersigned and any endorsers severally waive all applicable exemption rights, whether under the State Constitution, homestead laws or otherwise, and also severally waive valuation and appraisal, presentment, protest and demand, notice of protest demand and dishonor and nonpayment of this note, and expressly agree that the maturity of this note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the undersigned or said endorsers.

Any default in the payment of principal and/or interest required by this note or other instruments securing this note shall be a default hereunder entitling the holder to accelerate the indebtedness hereunder (notwithstanding any provisions contained in the evidence thereof to the contrary), exercise any one or more of the rights and remedies granted to the City of Owosso, Michigan.

Debtor warrants that upon the execution date of this agreement, there are no actions, suits, or proceedings pending or, to Debtor's knowledge, threatened or likely to be asserted, against the Debtor, before any court, administrative agency, or other body, and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served on Debtor.

This Agreement and any other information furnished to Creditor in connection with the loan contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

This note is to be construed according to the laws of the State of Michigan. By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

KLEEMAN PROPERTIES, LLC d/b/a
Owosso Cookie Company

BY: Paul K

ITS: owner

CITY OF OWOSSO

BY: Christopher T. Eveleth

ITS: Mayor

GUARANTY AGREEMENT

This Guaranty is made on the 14th day of April, 2020, by The City of Owosso, a Michigan municipal corporation (Creditor) at its office at 301 West Main Street, Owosso, Michigan 48867, Paul Kleeman (Guarantor), and Kleeman Properties, LLC d/b/a Owosso Cookie Company (Debtor).

RECITALS

A. Creditor has agreed to extend a loan to Debtor in the amount of \$30,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Debtor's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Debtor pursuant to the Note and any additional security for the performance and payment of the indebtedness.

B. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Creditor's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Creditor, including Creditor's successors, administrators, personal representatives, and assigns, the prompt payment of Debtor's obligations and the full payment of Debtor's obligations (all in accordance with the terms of the Note and any related documents, including any security).

This Guaranty shall be a continuing guaranty until all of the terms of the Note and any related documents, including any security, shall be fully paid, satisfied, and discharged. The liability of Guarantor shall be direct and not conditional or contingent on the pursuit of any remedies made against Debtor.

By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: April 14th, 2020

GUARANTOR

BY: Paul Kleeman

PREPARED BY:
Scott J. Gould P 76101
Owosso City Attorney
114 East Main Street, Suite 218
Owosso, Michigan 48867
(989)729-0071

PRINT NAME: Paul Kleeman

OWOSSO MI 48867



301 W. MAIN • OWOSSO, MICHIGAN 48867 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: October 4, 2023

TO: Owosso Main Street/Downtown Development Authority

FROM: Lizzie Fredrick, OMS/DDA Executive Director

SUBJECT: Revolving Loan Fund Three Fit Chicks

Three Fit Chicks (dba Bangin' Bowls) has requested to amend their Revolving Loan Fund agreement to remove two of the three guarantors and list Christie Jahn as the sole borrower and guarantor on the condition a principal payment equaling two-thirds of the balance of the loan is made at the time of signing. This would not change the term or payment. This would require the same approval process as the loan approval: Economic Vitality Committee, Owosso Main Street/Downtown Development Authority and City Council. The City Attorney estimates this may take five billable hours.

As of September 14, 2023, the balance on the loan is \$34,195.47.

Motion to Consider:

None

Attachment:

Three Fit Chicks Promissory Note
Three Fit Chicks Guarantee Agreements

PROMISSORY NOTE

Term Loan
Fixed Rate

\$50,000.00

Dated: 12/28/2021

Due Date: January 1, 2027

FOR VALUE RECEIVED, **Three Fit Chicks**, a Michigan limited liability company, (Borrower) promises to pay to the order of **City of Owosso**, a Michigan municipal corporation (Lender), at 301 West Main Street, Owosso, Michigan 48867 or another place Lender designates in writing, the principal sum of FIFTY THOUSAND AND NO/100 DOLLARS (**\$50,000.00**), plus interest as provided in this note on all amounts outstanding, all in lawful money of the United States of America as stated below.

1. **Interest rate.** The principal amount outstanding under this promissory note (the Note) shall bear interest on a basis of a year of 360 days for the actual number of days amounts are outstanding at the rate of 3% per annum.
2. **Payment.** This Note shall be paid in consecutive monthly payments of principal and interest, in the amount of **\$898.43** each, beginning on **February 1, 2022**, and continuing on the same day of each consecutive month after that. A final payment will be due on the Due Date in an amount equal to the then unpaid principal and accrued interest. If the period from the date of this Note to the first payment Due Date (the First Payment Period) is more than one month, accrued interest for the number of days by which the First Payment Period exceeds one month will be, at Lender's option, (a) collected at closing; (b) payable in the month following the month in which this Note is signed, on the day of the month that the regular monthly payments provided for in this Note are due; or (c) payable with the first payment provided for in this Note. All payments required to be paid shall first be applied to costs and expenses required to be paid, then to accrued interest, and then the balance against the principal. Borrower understands that the installment payments of principal may not be sufficient to fully amortize the outstanding principal balance of this Note by the Due Date and that, in that case, the final payment due on the Due Date will be a payment of all then outstanding principal and accrued interest.
3. **Interest rate limited to maximum provided by law.** Nothing in this Note or any transaction relating to it shall be construed or operate to require Borrower to pay or be charged interest at a rate greater than the maximum allowed by the applicable law relating to this Note. If any interest or other charges charged, paid, or payable by Borrower in connection with this Note or any other document delivered in connection with this Note result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by applicable law, the excess shall be waived by the holder, and the excess paid shall be automatically credited against and in reduction of the principal due under this Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of Lender, shall immediately become due and payable.
4. **Events of default.** Borrower, without notice or demand of any kind, shall be in default under this Note on the occurrence of any of the following: (a) if any amount due and owing on this Note, any fees due Lender, any expenses incurred by Lender under this Note, or any and all other

liabilities and obligations of Borrower to Lender are not paid when due or (b) if any other event of default, as defined in the business loan agreement referenced below, as may be amended from time to time, occurs (Event of Default).

5. **Remedies.** On the occurrence of any Event of Default, Lender may, without notice, declare the entire unpaid and outstanding principal balance under this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable in full, without presentment, demand, or notice of any kind, all of which Borrower expressly waives. Lender shall then have and may exercise any one or more of the rights and remedies provided in this Note or in any loan agreement, mortgage, guaranty, security agreement, assignment, or other document relating to this Note. The remedies provided for under this Note are cumulative to the remedies for collection of the amounts owing under this Note as provided by law or by any loan agreement, mortgage, guaranty, security agreement, or other document relating to this Note. Nothing in this Note is intended or should be construed to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or any loan agreement, mortgage, guaranty, security agreement, or other instrument relating to this Note.
6. **Costs of collection.** Borrower agrees, in the **Event of Default** under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.

Borrower's Initials 

7. **Default rate of interest.** During any periods that an Event of Default has occurred and is continuing, after the Due Date, or after acceleration of maturity, the outstanding principal amount shall bear interest at a rate equal to 2 percent per annum greater than the interest rate otherwise charged under this Note.
8. **Late charges.** If any required payment is not made within 10 days after the date it is due (other than the total payment of principal due on the Due Date), at the option of Lender, a late charge in the amount of 5 percent of the overdue payment may be charged.
9. **No waiver of default.** Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. On any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest to be immediately due and payable nor the failure of Lender to demand strict performance of any other obligation of Borrower or any other person who may be liable shall constitute a waiver of any such rights or a waiver of such rights in connection with any future default on the part of Borrower or any other person who may be liable under this Note.
10. **General.** Borrower and all endorsers and guarantors of this Note, if any, jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of protest or protest of this Note, and diligence in collection or bringing suit and consent to any and all extensions of time, renewals, waivers, or modifications that Lender may grant regarding payment or any other provisions of this Note and to the release of any collateral or any part of it, with or without substitution. Borrower's liability shall be absolute and unconditional, without regard to the liability of any other party to this Note. This Note shall be deemed to have been executed in, and

all rights and obligations shall be governed by, the laws of the state of Michigan. Venue for all actions and disputes under this Note shall lie in Shiawassee County, Michigan.

11. **Litigation.** Borrower warrants that upon the execution date of this agreement, there are no actions, suits, or proceedings pending or, to Borrower's knowledge, threatened or likely to be asserted, against the Borrower, before any court, administrative agency, or other body, and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served on Borrower.
12. **Material Facts.** This Agreement and any other information furnished to Lender in connection with the loan contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
13. **Other documents.** This Note has been signed pursuant to, or is secured or supported by, the following documents:

- o Owosso Main Street/DDA Loan Application- Business Development dated 10/01/2021
- o DDA Loan Amortization Schedule
- o Guaranty signed by:


- | | |
|-------------------|-------------------|
| 1. Amanda Cushman | Dated: 12/28/2021 |
| 2. Christie Jahn | Dated: 12/28/2021 |
| 3. Lacey Tyler | Dated: 12/28/2021 |

Borrower and Lender may also have signed other documents in conjunction with providing for security for this Note or other matters. Reference is made to the above documents for additional terms relating to the transaction giving rise to this Note or the security or support given for this Note and additional terms and conditions under which this Note matures or may be accelerated or prepaid.

Dated: 12/28/2021

BORROWER

THREE FIT CHICKS, L.L.C.

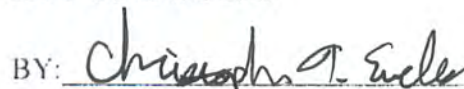

Amanda Cushman

ITS: CEO

LENDER

CITY OF OWOSSO

Dated: 01/10/22

BY: 
Christopher T. Eveleth

ITS: Mayor

GUARANTY AGREEMENT

This Guaranty is made on the _____ day of December, 2021, by The City of Owosso, a Michigan municipal corporation (Lender) at its office at 301 West Main Street, Owosso, Michigan 48867, Christie Jahn (Guarantor), and Three Fit Chicks, a Michigan limited liability company (Borrower).

RECITALS

A. Lender has agreed to extend a loan to Borrower in the amount of \$50,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Borrower's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Borrower pursuant to the Note and any additional security for the performance and payment of the indebtedness. Borrower, hereinafter signed Guarantor and any other additional Guarantor to the aforementioned Note shall be jointly and severally liable to any Lender claim.

B. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Lender's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Lender, including Lender's successors, administrators, personal representatives, and assigns, the prompt payment of Borrower's obligations and the full payment of Borrower's obligations (all in accordance with the terms of the Note and any related documents, including any security).

Guarantor agrees, in case of an Event of Default under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.

This Guaranty shall be a continuing guaranty until all of the terms of the Note and any related documents, including any security, shall be fully paid, satisfied, and discharged. The liability of Guarantor shall be direct and not conditional or contingent on the pursuit of any remedies made against Borrower.

By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: December 28, 2021

GUARANTOR

BY: Christie Jahn
PRINT NAME: Christie Jahn



PREPARED BY:

Scott J. Gould P76101
Owosso City Attorney
114 East Main Street, Suite 218
Owosso, Michigan 48867
(989)729-0071

Owosso, MI 48867

GUARANTY AGREEMENT

This Guaranty is made on the 28th day of December, 2021, by The City of Owosso, a Michigan municipal corporation (Lender) at its office at 301 West Main Street, Owosso, Michigan 48867, Amanda Cushman (Guarantor), and Three Fit Chicks, a Michigan limited liability company (Borrower).

RECITALS

A. Lender has agreed to extend a loan to Borrower in the amount of \$50,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Borrower's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Borrower pursuant to the Note and any additional security for the performance and payment of the indebtedness. Borrower, hereinafter signed Guarantor and any other additional Guarantor to the aforementioned Note shall be jointly and severally liable to any Lender claim.

B. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Lender's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Lender, including Lender's successors, administrators, personal representatives, and assigns, the prompt payment of Borrower's obligations and the full payment of Borrower's obligations (all in accordance with the terms of the Note and any related documents, including any security).

Guarantor agrees, in case of an Event of Default under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.

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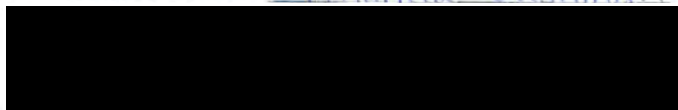
By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: Dec 28, 2021

GUARANTOR

BY: Amanda Cushman
PRINT NAME: Amanda Cushman



PREPARED BY:

Scott J. Gould P76101
Owosso City Attorney
114 East Main Street, Suite 218
Owosso, Michigan 48867
(989)729-0071

Ovid, MI 48866

GUARANTY AGREEMENT

This Guaranty is made on the 28th day of December, 2021, by The City of Owosso, a Michigan municipal corporation (Lender) at its office at 301 West Main Street, Owosso, Michigan 48867, Lacey Tyler (Guarantor), and Three Fit Chicks, a Michigan limited liability company (Borrower).

RECITALS

A. Lender has agreed to extend a loan to Borrower in the amount of \$50,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Borrower's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Borrower pursuant to the Note and any additional security for the performance and payment of the indebtedness. Borrower, hereinafter signed Guarantor and any other additional Guarantor to the aforementioned Note shall be jointly and severally liable to any Lender claim.

B. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Lender's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Lender, including Lender's successors, administrators, personal representatives, and assigns, the prompt payment of Borrower's obligations and the full payment of Borrower's obligations (all in accordance with the terms of the Note and any related documents, including any security).

Guarantor agrees, in case of an Event of Default under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.

This Guaranty shall be a continuing guaranty until all of the terms of the Note and any related documents, including any security, shall be fully paid, satisfied, and discharged. The liability of Guarantor shall be direct and not conditional or contingent on the pursuit of any remedies made against Borrower.

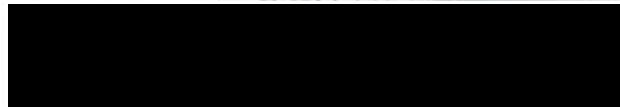
By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: Dec. 28, 2021

GUARANTOR

BY: Lacey Tyler
PRINT NAME: Lacey Tyler



PREPARED BY:

Scott J. Gould P76101
Owosso City Attorney
114 East Main Street, Suite 218
Owosso, Michigan 48867
(989)729-0071

Owosso, MI 48867



301 W. MAIN • OWOSSO, MICHIGAN 48867 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: October 4, 2023

TO: Owosso Main Street/Downtown Development Authority

FROM: Lizzie Fredrick, OMS/DDA Executive Director

SUBJECT: Main Street Plaza Masonry Repair Change Order

On May 15, 2023, City Council approved the contract with Bornor Restoration Inc. in the amount of \$34,860.00 for the Main Street Plaza Masonry Repair. After removing the contents of the planter, staff discovered the existing footing did not surround the entirety of the planter. Change Order No. 1 in the amount of \$4,970.00, when approved, will increase the total contract amount to \$39,830.00.

Additional expenses in the amount of \$4,970.00 for Change Order No. 1 shall be paid from Downtown Development Authority Fund 248-200-930.000-BUILDING MAINTENANCE.

Due to the timeliness of the project and safety concerns associated with leaving the repair unfinished until after the DDA/OMS meeting, this Change Order followed best practices for urgent approvals and was presented directly to City Council.

Motion to Consider:

Approve Change Order No. 1 to the Contract between the City of Owosso and Bornor Restoration Inc. of Lansing, Michigan, for the Main Street Plaza Masonry Repair in the amount of \$4,970.00.

Attachment:

Change Order No. 1

CHANGE ORDER

No. 1

OWNER: City of Owosso
CONTRACTOR: Bornor Restoration Inc.
CONTRACT NAME: Main Street Plaza Masonry Repair
OWNER's P.O. NO. 43954

The Contract is modified as follows upon execution of this Change Order:

Description:

Add installation of footing for the Main Street Plaza Masonry Repair. Funds will come from Downtown Development Authority Fund 248-200-930.000-BUILDING MAINTENANCE.

Add 14 calendar days to the contract time for the additional work.

Adjust the following to the Contract:

Bornor Restoration Inc. will supply all labor, material, equipment and insurance to perform the following work:

1. Dig and form to construct a footing.
2. The new footing will create a stable base for the landscaping blocks.
3. Screens will be placed on the back of the landscaping blocks to ensure no dirt can move the blocks.
4. Clean up debris related to this scope of work.

COST TO COMPLETE: 4,970.00

Attachments: Bornor Restoration Inc. Proposal

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>34,860.00</u>
Increase (Decrease) from previously approved Change Orders No. _____ to _____ : \$ _____
Contract Price prior to this Change Order: \$ <u>34,860.00</u>
Increase (Decrease) of this Change Order: \$ <u>4,970.00</u>
Contract Price incorporating this Change Order: \$ <u>39,830.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) from previously approved Change Orders No. _____ to _____: Substantial Completion: _____ Ready for Final Payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>14 days</u> Ready for Final Payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2023</u> Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

By: _____

DIRECTOR (Authorized Signature)
Title: DDA/OMS Executive Director
Date: 9/12/23

APPROVED:

By: _____

OWNER (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:

By: _____

CONTRACTOR (Authorized Signature)
Title: _____
Date: _____



BORNOR RESTORATION INC.

"Building & Structures Restoration Service"

- Repair & Preservation of Concrete Structures-Parking, Stadium, Building & Bridge
- Repair & Preservation of Masonry Buildings & Structures
- Repair, Replacement and New Roofing
- Analysis, Recommendations & Estimates

"Commercial - Industrial - Historical Buildings"

"Equal Opportunity Employer"

PROPOSAL

SUBMITTED TO:

Bid Coordinator
City of Owosso
301 W. Main Street
Owosso, Mi, 48867

DAY: September 11, 2023

PAGE: 1 of 2

PH: (989) 725-0571

EMAIL: lizzie.fredrick@ci.owosso.mi.us

PROJECT: Main Street Plaza Masonry Repair

LOCATION: Corner of E. Main Street and Washington Street

WE PROPOSE TO: Supply all labor, material, equipment and insurance to perform the following work.

1. Dig and form to construct a footing.
2. The new footing will create a stable base for the landscaping blocks.
3. Screens will be placed on the back of the landscaping blocks to ensure no dirt can move the blocks.
4. Clean up debris related to this scope of work.

COST TO COMPLETE: 4,970.00

THIS PROPOSAL IS SUBJECT TO YOUR ACCEPTANCE WITHIN 60 DAYS.

TERMS AND CONDITIONS ATTACHED ARE AN INTEGRAL PART OF THIS PROPOSAL.

Accepted this _____ day of _____

Submitted this 11th day of September, 2023

Purchaser _____

BORNOR RESTORATION, INC.

By _____
Signature / Title

By 
Joshua Petlak, Estimator

F:\ESTIMATING\MASONRY\JOSHUA\2023\PROPOSAL-.doc

BORNOR RESTORATION, INC.
PROPOSAL CONDITIONS

THIS PROPOSAL is accepted by the Purchaser signing it, or upon the Purchaser issuing a Purchase Order, or by any other written acceptance, and upon written approval, by a duly authorized agent of the Seller, shall constitute a contract, it being understood that it covers all agreements between the Purchaser and Seller and that no agent, representative, or officer of either has made any agreement to any condition except as set forth herein. No modification of this proposal or contract shall be binding unless said modification shall be in writing and signed by both parties hereto. Unless otherwise stated in this proposal, the following terms and conditions shall govern this contract.

- 1) In case of the provisions of the proposal differ from the provisions of the specifications, this proposal shall govern. In case of dispute relative to matters not specifically provided for in plans, specifications, or contract, the latest standard code of practice is specified by the manufacturer will govern.
- 2) Seller will not be responsible for any loss, damage or delay caused by strikes, fires, accidents, floods, delayed deliveries by carriers, or by other cause beyond its reasonable control. Any work stopped by the Purchaser for a period of thirty (30) days or more shall be grounds for an increase in quoted prices and/or contract amount to reimburse Seller for any losses suffered during the execution. The time for completion shall be extended to cover all time lost by delay or suspension under this Paragraph.
- 3) If Seller is requested by Purchaser to perform extra or changed work that was not part of Seller's original scope of work, Purchaser will provide reasonable compensation to Seller for said work. Purchaser shall not give orders to Seller for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the Purchaser's representative was not authorized to order the change. Purchaser and Seller recognize that in order for construction projects to proceed in a timely and efficient manner, changes in the original specifications frequently are made prior to execution of formal Change Order documents. The parties agree to work in good faith with each other so that Seller does not proceed with changed work without authorization and Seller receives fair compensation for authorized change work.
- 4) The Purchaser shall furnish a clear site and sufficient storage room to accommodate the storage of all materials, equipment, and supplies. The Purchaser shall also remove all obstructions, such as overhead wires, conduits, etc., and shall not allow the operation of any other trade to interfere with Seller's operations.
- 5) Unless otherwise specified, field work will be performed on the basis of a 40-hour non-overtime work week, Monday through Friday inclusive.
- 6) Seller shall not be responsible for damage to the work resulting from carelessness or mistreatment on the part of anyone not in its employ, nor from damage to the work caused from movement in the building or structure, or other causes that seller could not have reasonably foreseen.
- 7) Seller guarantees its work against defects arising from defective materials and workmanship for a period of one (1) year from date of substantial completion, unless otherwise noted in this proposal.
- 8) Seller agrees to indemnify and hold harmless the Purchaser from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by the Seller or someone for whose acts the Seller is responsible. Seller is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnitees or others for whose conduct the Seller is not responsible. Similarly, Purchaser shall indemnify and hold harmless Purchaser from all claims, damages, losses and expenses arising from claims for bodily injury, including death or other damages, to the extent due to the negligence of Purchaser or the fault of its agents, representatives or employees.
- 9) This proposal and contract is based upon the work to be performed by Seller not involving contact with asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the reroofing work Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. In the event such materials are encountered, Purchaser will make arrangements with others for the handling and/or removal of such materials and/or Seller shall be entitled to additional time and compensation for additional expenses incurred as a result of the presence of asbestos, asbestos-containing or toxic materials at the work site.
- 10) Purchaser shall coordinate the Project so that the Project proceeds in an orderly and customary manner and so as to avoid newly installed roofing being used as a surface for on-going construction work. If Seller's work is damaged by other trades, Purchaser agrees to back charge the trades causing the damage and reimburse Seller for repair of damages. Purchaser will purchase or arrange with Owner to maintain Builder's Risk insurance.
- 11) Seller and Owner are committed to acting promptly so that roof or wall leaks are not a source of potential interior mold growth. Seller and/or Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to Seller if Owner believes there are leaks, to correct the condition. Upon receiving notice, Seller will make repairs promptly so that water entry through the roofing installed by or masonry work performed by Seller is not a source of moisture. Seller is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

NOTE:

- These terms and conditions are an integral part of this proposal.
- This proposal is subject to your acceptance within 60 days.
- TERMS: Net 30 days from date of our invoice.
- Due to the high cost of carrying delinquent accounts, a 1½% carrying charge will be added to all past due accounts.

MINUTES

OMS DESIGN COMMITTEE

REGULAR MEETING

Tuesday, September 12, 2023, 8:30 a.m.

City Hall; 301 W Main St, Owosso, MI



Owosso Main Street's mission is to foster an active and thriving downtown that is the heart of our community by promoting historic preservation and drawing both local residents and visitors to our city.

Called to order at 8:37 a.m.

Present: S. Teich, T. Ainsworth, R. Kaminski, D. Peterson

Absent: L. Weckwert

Staff: L. Fredrick

FY23-24 Budget

Fredrick reviewed the FY23-24 Design budget and answered questions.

Ainsworth suggested creating a sponsor database to help support the Committee with seeking sponsorship.

Teich suggested having a booth at the Farmers Market seeking sponsorships for programs like the Annual Flower Program.

Ainsworth recommended focusing the Design Budget towards one project per year instead of spreading out the funds towards smaller projects.

Ainsworth volunteered to reach out to concrete stamp vendors to get quotes.

Fall Beautification

Peterson updated the Committee that perennial mums are being planted in the Rusted Tree Sculpture flower bed.

Peterson confirmed that there is no irrigation in the Rusted Tree Sculpture flower bed and that the annual mums will be distributed throughout downtown.

Committee discussed downtown watering needs.

MOVED BY AINSWORTH, SECONDED BY TEICH, TO HIRE A VENDOR TO WATER THE WELCOME TO DOWNTOWN OWOSSO SIGN'S ANNUAL MUMS DURING SEPTEMBER AND OCTOBER.

AYES: ALL

MOTION: CARRIED

Downtown Landscaping

Peterson shared that downtown watering took 17,600 gallons of water for the petunias from Memorial Day to Labor Day and that Peterson's Landscaping spent 4 hours, 7 days a day week on watering whereas the begonias the pervious year only needed to be watered every other day.

Kaminski volunteered to research hanging basket options for next year that wouldn't need as much watering.

Committee discussed prioritizing Main Street for the Summer Flower Program.

Committee discussed mapping out landscaping priorities at the next meeting including identifying locations for each hanging basket and specific flower beds or planters that will receive landscaping services.

MOVED BY AINSWORTH, SECONDED BY TEICH TO HANG THE SUMMER HANGING BASKETS ON MAIN STREET FROM THE BRIDGE TO PARK STREET.

AYES: ALL

MOTION: CARRIED

Fredrick recommended a year-round program prioritizing the bridge baskets or creating a plan for beautification for bridges.

MOVED BY PETERSON, SECONDED BY TEICH, TO CREATE A YEAR-ROUND BRIDGE BASKET BEAUTIFICATION PROGRAM.

AYES: ALL

MOTION: CARRIED

Committee discussed options for filling the bridge baskets including mums for fall, pine boughs for winter and tulips for spring in addition to the summer flowers that have been done previously.

Peterson volunteered to create a schedule for the bride basket seasonal changes.

Committee discussed creating the Bridge Basket Beautification Program work plan at two October Committee meetings.

Director Updates:

None.

Committee Comments:

Ainsworth recommended voting on the landscaping project for the Welcome to Downtown Owosso Signs in November.

Next Meeting:

Tuesday, October 10th at 8:30 am at City Hall; 301 W Main St, Owosso, MI.