



Department of Planning & Community & Economic Development

Economic Development Division

Matthew B. Mikolajewski, Director

Saran Ouk, Office of Business Resources Manager

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cityofmadison.com

TO: City of Madison Joint Review Board

FROM: Matthew B. Mikolajewski, Director
Saran Ouk, Office of Business Resources Manager

SUBJECT: TIF Reporting

DATE: September 5, 2024

The purpose of this memo is to provide information regarding financial assistance programs in the Economic Development Division that utilizes TIF funding from September 2023 through August 2024. This memo is part of the Annual Report provided to the Joint Review Board, as required by State of Wisconsin TIF Law.

Small Cap TIF Program

The Small Cap TIF Loan Program provides forgivable loan funds to small businesses in selected Tax Incremental Districts (TID) within the City of Madison. The Madison Development Corporation (MDC) is the administrator of the program. Funds can be used to:

- Purchase real estate,
- Finance real estate improvements, or
- Purchase capital machinery and equipment

Eligible borrowers:

- Businesses located within the City of Madison in eligible TIDs, or within the applicable half mile area;
- Small businesses defined as companies employing between 5 and 100 employees;
- Businesses that intend to stay within the TID for at least five (5) years;
- Businesses that are a for-profit entity

Amounts:

- Loans up to \$250,000 for real estate purchase, improvement, remodeling or expansion
- Loans up to \$150,000 for machinery and equipment purchases

Rates:

- 0% interest for 5-year Term of the Loan

- Loan Balance to be decreased by 20% each year the Borrower is located and operates within the TID District, and will be fully forgiven at the end of the 5 years from the date that the City’s adopted the Loan Authorization Resolution

Terms:

- City will take the most mortgage security interest practicable in real estate and / or a practicable senior lien on machinery and equipment to secure the Loan
- A personal guarantee is required of all principals with 20% or more interest in business
- Equity requirement for existing businesses (10% of the total borrowing need) and 20% for start-up businesses

The following TIDs have funds set aside to fund Small Cap TIF Loans:

- TID 51 (South Madison) - \$1,500,000
- TID 52 (East Washington & Stoughton Rd) - \$200,000
- TID 54 (Pennsylvania Ave) - \$1,000,000

Businesses funded/approved for funding* from September 2023 – August 2024:

Business Name	Amount	PDF Page
El Pastor, Inc./Heritage Park Property LLC	\$212,500	1
Fringe Salon Spa LLC/1423 South Park Street LLC	\$80,000	5
Golden Odyssey, LLC	\$250,000	11
R.E. Golden Produce, Inc.	\$250,000	14
Revive Restoration, Inc./925 Applegate LLC	\$100,000	17

*See Attachment A-Small Cap TIF for Security Agreement

Building Improvement Grant Program

The Building Improvement Grant Program provides grant funds to assist businesses, both property owners and tenants, to improve their interior retail space. Funds can be used for building improvements such as:

- HVAC, electrical, or plumbing improvements
- ADA compliance improvements
- The construction of customer restrooms
- Rehabilitation of the space to basic “white-box conditions”, such as repairing or replacing cracked plaster walls, structural improvements or ceilings
- New flooring
- New lighting
- New windows and doors
- Restoration of deteriorated historic/architectural elements
- Loading dock, storage, store room repairs and construction
- Other elements that could be useful to a new business

- “Green” or environmentally friendly upgrades
- Eligible exterior improvements that mirror those improvements considered eligible under the current Façade Improvement Grant Program
- Design, architectural and permit fees associated with the construction are also eligible project costs

Applicant Eligibility Requirements:

- This program is available to business or property owners (tenants or landlord).
- Eligible business includes for-profit retail, restaurants, retail services including spas and salons
- Ineligible business includes offices, consulting firms, health care, insurance, banking and non-retail businesses
- Property owners of commercial/mixed-use structures with an independent business as a tenant and building tenants operating independent businesses, with leases two or more years in length, located within TID 50, are eligible for funding
- Governmental entities, non-profits, businesses not involved in retail, restaurant or service sales, and public and quasi-public authorities are ineligible for funding

Property Eligibility Requirements:

- Properties that are used in whole or part for commercial activities, are eligible for funding. The program is intended to assist projects that promote independent business activities, create an attractive environment and encourage neighborhood character
- Businesses located within the City of Madison in eligible TIDs, or within the applicable half mile area

Businesses funded/approved For funding* from September 2023 – August 2024:

Business Name	Amount	PDF Page
Bomazza LLC dba Silk Road	\$14,950	21
CAG Development LLC	\$50,000	24
Far Breton Bakery LLC	\$50,000	27
Fontana Sports Specialties	\$50,000	30
Foundations Jiu Jitsu LLC	\$30,299	33
Fringe Salon/1423 South Park Street LLC	\$50,000	36
Les Delices de Awa LLC	\$50,000	39
Little Genius Bilingual Learning	\$50,000	42
LMMD LLC DBA The Red Shed	\$50,000	45
MCNZ Maktabi LLC dba Dubai Restaurant and Bar	\$49,916	48
Metric Forrest Studio LLC	\$50,000	51
MM East Washington LLC	\$50,000	54
Northside Lounge LLC	\$50,000	57
ONE 09 Retail, LLC Food Hall	\$50,000	60
ONE 09 Retail, LLC Restaurant	\$50,000	63

Penn Station LLC	\$50,000	66
RBK Salon dba Alan Koa Salon	\$50,000	69
Sandhu Convenience Inc	\$40,724	72
Sesame Blossom LLC	\$50,000	75
Sole Unique Salon LLC	\$42,800	78
Za's Exotic Snacks	\$18,000	81

*See Attachment B-Building Improvement Grant Contracts

Commercial Ownership Assistance Program

The Commercial Ownership Assistance Program provides forgivable loans of up to \$250,000 to support existing businesses in taking the next step toward owning or developing property for their enterprise. This program helps business owners expand their enterprises by transitioning from renting space to owning commercial property for their establishments. The loan can be used for businesses to purchase an existing space or to develop a new building for their businesses.

Applicant Eligibility Requirements:

- Applicants must be City of Madison residents, own a business located within the City of Madison and not have received funds in any way through this program in the past
- The program is designed for existing business owners to support them in taking the next step toward owning or developing a business property. As such, applicants should be established businesses with two or more years of operating experience
- Applicants will be required to demonstrate the viability of their business concepts through a business plan, financial statements, and/or other documentation
- If an applicant currently owns their commercial property the proposal must be an expansion of this property and the applicant shall not own or partially own any other property beyond their primary residence

Eligible Uses:

- Funds can be used by businesses to purchase their existing building, buying a new building, sizable expansion or redevelopment of an existing building the business presently owns, or purchasing a condominium unit
- Commercial property must be located within the City of Madison

Businesses funded/approved for funding* from September 2023 – August 2024:

Business Name	Amount	PDF Page
Fringe Salon/1423 South Park Street LLC	\$113,750	84

*See Attachment C-Commercial Ownership Assistance Loan Agreement

Attachment A - Small Cap TIF for Security Agreement

1

SECURITY AGREEMENT

EI Pastor, Inc. ("Debtor") grants Madison Development Corporation ("MDC") a security interest in the property described below ("Collateral") to secure payment of the principal and interest on all obligations under a note ("Note"), dated January 5, 2024 of the Debtor payable to the MDC in the principal amount of **Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500.00)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by MDC, either before or after judgement, in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

The Collateral in which this security interest is granted is:

All debtor's equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, whether now owned or hereafter acquired.

WARRANTIES. Debtor warrants that while any of the Liabilities are unpaid:

1. Debtor is the owner of the Collateral free of all encumbrances and security interest (except MDC's and Forward Community Investments' security interest).
2. The address where the Collateral will be kept is:

2010 Park St
Madison, WI 53713

Such location(s) shall not be changed without prior written consent of MDC, but the parties intend that the Collateral, wherever located, is covered by this agreement.

3. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
4. If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation.
5. All information, certificates or statements given to MDC pursuant to this Agreement shall be true and complete when given.

COVENANTS. Debtor agrees:

1. To maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it free from all liens, encumbrances and security interests (other than MDC's security interest).
2. To keep the Collateral and MDC's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to MDC from time to time and shall furnish evidence of such insurance.
3. To pay all expenses and, upon request, take action reasonably deemed advisable by MDC to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce MDC's interest in it or rights under this Agreement.

DEFAULT. Upon the occurrence of one or more of the following events of default:

1. Debtor fails to pay when due of the Liabilities or to perform or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Liabilities;
2. Debtor or a surety for any of the Liabilities dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
3. Any representation made to induce MDC to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
4. Any other event which causes MDC in good faith to deem itself insecure; all of the Liabilities shall, at the option of MDC, become immediately payable; and MDC shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law. With respect to such rights and remedies:
 - a. MDC may require Debtor to assemble the Collateral and to make it available to MDC at any convenient place designated by MDC.
 - b. Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.
 - c. Debtor shall reimburse MDC for any expense incurred by MDC, either before or after judgement, in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of expenses, MDC may apply the proceeds of the disposition to the Liabilities in such order and amounts as it elects.

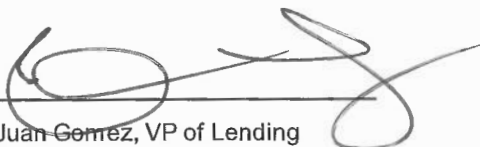
PERSONS BOUND. The obligations hereunder of all Debtors are joint and several. This Agreement benefits MDC, its successors, and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

OTHER PROVISIONS.

Signed and Sealed on January 5, 2024

SECURED PARTY:

Madison Development Corporation

By: 
Juan Gomez, VP of Lending

DEBTOR:

EI Pastor, Inc.

By: 
Rosalino Ruiz

**2010 Park St
Madison, WI 53713**

SECURITY AGREEMENT

Heritage Park Property LLC ("Debtor") grants **Madison Development Corporation** ("MDC") a security interest in the property described below ("Collateral") to secure payment of the principal and interest on all obligations under a note ("Note"), dated January 5, 2024 of the Debtor payable to the MDC in the principal amount of **Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500.00)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by MDC, either before or after judgement, in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

The Collateral in which this security interest is granted is:

All debtor's equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, whether now owned or hereafter acquired.

WARRANTIES. Debtor warrants that while any of the Liabilities are unpaid:

1. Debtor is the owner of the Collateral free of all encumbrances and security interest (except MDC's Forward Community Investments' security interest).
2. The address where the Collateral will be kept is:

2010 Park St
Madison, WI 53713

Such location(s) shall not be changed without prior written consent of MDC, but the parties intend that the Collateral, wherever located, is covered by this agreement.

3. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
4. If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation.
5. All information, certificates or statements given to MDC pursuant to this Agreement shall be true and complete when given.

COVENANTS. Debtor agrees:

1. To maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it free from all liens, encumbrances and security interests (other than MDC's security interest).
2. To keep the Collateral and MDC's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to MDC from time to time and shall furnish evidence of such insurance.
3. To pay all expenses and, upon request, take action reasonably deemed advisable by MDC to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce MDC's interest in it or rights under this Agreement.

DEFAULT. Upon the occurrence of one or more of the following events of default:

1. Debtor fails to pay when due of the Liabilities or to perform or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Liabilities;
2. Debtor or a surety for any of the Liabilities dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
3. Any representation made to induce MDC to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
4. Any other event which causes MDC in good faith to deem itself insecure; all of the Liabilities shall, at the option of MDC, become immediately payable; and MDC shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law. With respect to such rights and remedies:
 - a. MDC may require Debtor to assemble the Collateral and to make it available to MDC at any convenient place designated by MDC.
 - b. Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.
 - c. Debtor shall reimburse MDC for any expense incurred by MDC, either before or after judgement, in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of expenses, MDC may apply the proceeds of the disposition to the Liabilities in such order and amounts as it elects.

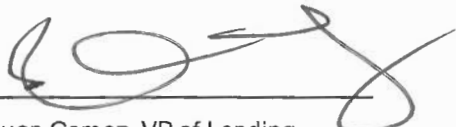
PERSONS BOUND. The obligations hereunder of all Debtors are joint and several. This Agreement benefits MDC, its successors, and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

OTHER PROVISIONS.

Signed and Sealed on January 5, 2024

SECURED PARTY:

Madison Development Corporation

By: 
Juan Gomez, VP of Lending

DEBTOR:

Heritage Park Property, LLC

By: 
Rosalino Ruiz

**2010 Park St
Madison, WI 53713**

SECURITY AGREEMENT

Fringe Salon Spa, LLC ("Debtor") grants Madison Development Corporation ("MDC") a security interest in the property described below ("Collateral") to secure payment of the principal and interest on all obligations under a note ("Note"), dated February 29, 2024 of the Debtor payable to the MDC in the principal amount of **Eighty Thousand Dollars (\$80,000)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by MDC, either before or after judgement, in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

The Collateral in which this security interest is granted is:

All debtor's equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, whether now owned or hereafter acquired.

WARRANTIES. Debtor warrants that while any of the Liabilities are unpaid:

1. Debtor is the owner of the Collateral free of all encumbrances and security interest (except MDC's and Park Bank's security interest).
2. The address where the Collateral will be kept is:

1423 South Park Street
Madison, WI 53715

Such location(s) shall not be changed without prior written consent of MDC, but the parties intend that the Collateral, wherever located, is covered by this agreement.

3. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
4. If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation.
5. All information, certificates or statements given to MDC pursuant to this Agreement shall be true and complete when given.

COVENANTS. Debtor agrees:

1. To maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it free from all liens, encumbrances and security interests (other than MDC's security interest).
2. To keep the Collateral and MDC's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to MDC from time to time and shall furnish evidence of such insurance.
3. To pay all expenses and, upon request, take action reasonably deemed advisable by MDC to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce MDC's interest in it or rights under this Agreement.

DEFAULT. Upon the occurrence of one or more of the following events of default:

1. Debtor fails to pay when due of the Liabilities or to perform or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Liabilities;
2. Debtor or a surety for any of the Liabilities dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
3. Any representation made to induce MDC to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
4. Any other event which causes MDC in good faith to deem itself insecure; all of the Liabilities shall, at the option of MDC, become immediately payable; and MDC shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law. With respect to such rights and remedies:
 - a. MDC may require Debtor to assemble the Collateral and to make it available to MDC at any convenient place designated by MDC.
 - b. Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.
 - c. Debtor shall reimburse MDC for any expense incurred by MDC, either before or after judgement, in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of expenses, MDC may apply the proceeds of the disposition to the Liabilities in such order and amounts as it elects.

PERSONS BOUND. The obligations hereunder of all Debtors are joint and several. This Agreement benefits MDC, its successors, and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

OTHER PROVISIONS.

Signed and Sealed on February 29, 2024

SECURED PARTY:

Madison Development Corporation

By: Lorrie K. Heinemann
Lorrie K. Heinemann, CEO

DEBTOR:

Fringe Salon Spa, LLC

By: Tamara Brown
Tamara Brown

**1423 South Park Street
Madison, WI 53715**

SECURITY AGREEMENT

1423 South Park Street, LLC ("Debtor") grants Madison Development Corporation ("MDC") a security interest in the property described below ("Collateral") to secure payment of the principal and interest on all obligations under a note ("Note"), dated February 29, 2024 of the Debtor payable to the MDC in the principal amount of **Eighty Thousand Dollars (\$80,000)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by MDC, either before or after judgement, in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

The Collateral in which this security interest is granted is:

All debtor's equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, whether now owned or hereafter acquired.

WARRANTIES. Debtor warrants that while any of the Liabilities are unpaid:

1. Debtor is the owner of the Collateral free of all encumbrances and security interest (except MDC's and Park Bank's security interests).
2. The address where the Collateral will be kept is:

1423 South Park St
Madison, WI 53715

Such location(s) shall not be changed without prior written consent of MDC, but the parties intend that the Collateral, wherever located, is covered by this agreement.

3. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
4. If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation.
5. All information, certificates or statements given to MDC pursuant to this Agreement shall be true and complete when given.

COVENANTS. Debtor agrees:

1. To maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it free from all liens, encumbrances and security interests (other than MDC's security interest).
2. To keep the Collateral and MDC's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to MDC from time to time and shall furnish evidence of such insurance.
3. To pay all expenses and, upon request, take action reasonably deemed advisable by MDC to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce MDC's interest in it or rights under this Agreement.

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2. Debtor or a surety for any of the Liabilities dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
3. Any representation made to induce MDC to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
4. Any other event which causes MDC in good faith to deem itself insecure; all of the Liabilities shall, at the option of MDC, become immediately payable; and MDC shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law. With respect to such rights and remedies:
 - a. MDC may require Debtor to assemble the Collateral and to make it available to MDC at any convenient place designated by MDC.
 - b. Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.
 - c. Debtor shall reimburse MDC for any expense incurred by MDC, either before or after judgement, in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of expenses, MDC may apply the proceeds of the disposition to the Liabilities in such order and amounts as it elects.

PERSONS BOUND. The obligations hereunder of all Debtors are joint and several. This Agreement benefits MDC, its successors, and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

OTHER PROVISIONS.

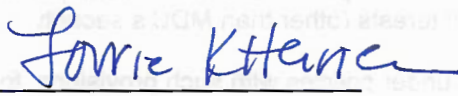
Signed and Sealed on February 29, 2024

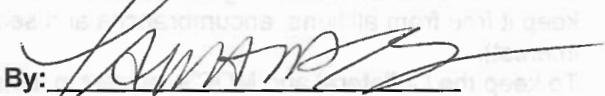
SECURED PARTY:

DEBTOR:

Madison Development Corporation

1423 South Park Street, LLC

By: 

By: 

Lorrie K. Heinemann, CEO

Tamara Brown

**1423 South Park Street
Madison, WI 53715**

GUARANTY OF SPECIFIC TRANSACTION

(For Consumer or Business Transactions)

Dated: 2/29/2024

GUARANTY. For value received, and to induce Madison Development Corporation ("Lender") to extend credit to **1423 South Park Street LLC** ("Debtor"), the undersigned jointly and severally guarantee payment of the Obligations defined below when due or, to the extent not prohibited by law, at the time any Debtor becomes the subject of bankruptcy or other insolvency proceedings. "Obligations" means indebtedness evidenced by a note or agreement payable to lender dated 02/29/2024, executed by Debtor in the principal amount of **\$80,000** plus interest, charges and fees provided for in the note, agreement or any agreement securing either, and any extensions, renewals, deferrals, modifications or consolidations of any of the above. Obligations include the amount of any payments made to Lender or another by or on behalf of Debtor which are recovered from Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and to the extent not prohibited by law, all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred incident to any action or proceeding brought pursuant to the United States Bankruptcy Code. This Guaranty is also secured (to the extent not prohibited by law) by all existing and future security agreements between Lender and any of the undersigned and by any mortgage stating it secures guaranties of any of the undersigned. This Guaranty is valid and enforceable against the undersigned even though any Obligations is invalid or unenforceable against Debtor.

WAIVER. To the extent not prohibited by law the undersigned expressly waive notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from Debtor or anyone else, and all diligence of collection and presentment, demand, notice, and protest and any right to disclosures from Lender regarding the financial condition of any Debtor or guarantor of the Obligations or the enforceability of the Obligations. Any of the undersigned who is at any time an "insider" of Debtor as defined in the United States Bankruptcy Code irrevocably waives and disclaims all rights to payment and claims for reimbursement, subrogation, contribution or indemnification the undersigned may now have or hereafter acquire against Debtor as a guarantor of the Obligations. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which any of the undersigned who is not an "insider" may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Lender are subject to any right of recovery.

PERSONS BOUND. This Guaranty benefits Lender, its successors and assigns, and binds the undersigned, their respective heirs, personal representatives, successors and assigns.

CONSENT. With respect to any of the Obligations, Lender may from time to time without notice to the undersigned and without affecting the liability of the undersigned (a) release, impair, sell or otherwise dispose of any security or collateral, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against the Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the Obligations. The undersigned expressly consent to and waive notice of all the above. To the extent not prohibited by law, the undersigned consent that venue for any legal proceeding relating to the collection of this Guaranty shall be, at the Lender's option, the county in which Lender has its principal office in this state, the county in which any of the undersigned resides or the county in which this Guaranty was executed by the undersigned.

REPRESENTATION. The undersigned acknowledges and agrees that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the undersigned for, and (c) has no duty to provide information to the undersigned regarding the enforceability of any of the Obligations or the financial condition of any Debtor or guarantor. **The undersigned has independently determined the creditworthiness of Debtor and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on lender continue to make such determinations.**

ENTIRE AGREEMENT. This Guaranty is intended by the undersigned and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing.

NOTICE TO GUARANTOR

You are being asked to guarantee the Obligations of Debtor identified above. If Debtor does not pay, you will have to. You may also have to pay collection costs. Lender can collect the Obligations from you without first trying to collect from Debtor or another guarantor.

X  (SEAL)
Tamara Brown

X  (SEAL)
Curtis Brown III

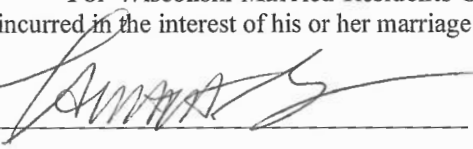
6405 Bettys Lane

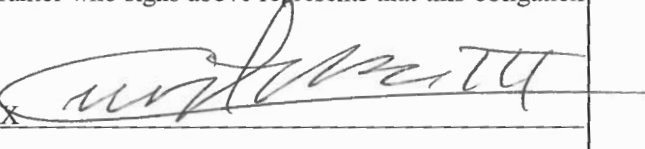
6405 Bettys Lane

Madison, WI 53711

Madison, WI 53711

For Wisconsin Married Residents Only: Each guarantor who signs above represents that this obligation is incurred in the interest of his or her marriage or family.

X 

X 

SECURITY AGREEMENT

Golden Odyssey, LLC ("Debtor") grants Madison Development Corporation ("MDC") a security interest in the property described below ("Collateral") to secure payment of the principal and interest on all obligations under a note ("Note"), dated March 21, 2024 of the Debtor payable to the MDC in the principal amount of **Two Hundred Fifty Thousand Dollars (\$250,000.00)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by MDC, either before or after judgement, in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

The Collateral in which this security interest is granted is:

All debtor's equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, whether now owned or hereafter acquired.

WARRANTIES. Debtor warrants that while any of the Liabilities are unpaid:

1. Debtor is the owner of the Collateral free of all encumbrances and security interest (except MDC's and Oak Bank's security interest).
2. The address where the Collateral will be kept is:

2001 Fish Hatchery Road
Madison, WI 53713

Such location(s) shall not be changed without prior written consent of MDC, but the parties intend that the Collateral, wherever located, is covered by this agreement.

3. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
4. If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation.
5. All information, certificates or statements given to MDC pursuant to this Agreement shall be true and complete when given.

COVENANTS. Debtor agrees:

1. To maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it free from all liens, encumbrances and security interests (other than MDC's security interest).
2. To keep the Collateral and MDC's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to MDC from time to time and shall furnish evidence of such insurance.
3. To pay all expenses and, upon request, take action reasonably deemed advisable by MDC to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce MDC's interest in it or rights under this Agreement.

DEFAULT. Upon the occurrence of one or more of the following events of default:

1. Debtor fails to pay when due of the Liabilities or to perform or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Liabilities;
2. Debtor or a surety for any of the Liabilities dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
3. Any representation made to induce MDC to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
4. Any other event which causes MDC in good faith to deem itself insecure; all of the Liabilities shall, at the option of MDC, become immediately payable; and MDC shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law. With respect to such rights and remedies:
 - a. MDC may require Debtor to assemble the Collateral and to make it available to MDC at any convenient place designated by MDC.
 - b. Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.
 - c. Debtor shall reimburse MDC for any expense incurred by MDC, either before or after judgement, in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of expenses, MDC may apply the proceeds of the disposition to the Liabilities in such order and amounts as it elects.

PERSONS BOUND. The obligations hereunder of all Debtors are joint and several. This Agreement benefits MDC, its successors, and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

OTHER PROVISIONS.

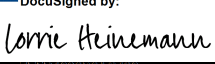
Signed and Sealed on March 21, 2024

SECURED PARTY:

Madison Development Corporation

DEBTOR:

Golden Odyssey, LLC

By: 
DocuSigned by:
7ESD1890B0AC438...
 Lorrie Heinemann, President

By: 
DocuSigned by:
B71CC59C9DCB495...
 Devin Golden

**2001 Fish Hatchery Road
Madison, WI 53713**

Golden Odyssey, LLC

DocuSigned by:
By: Julie Brennan
98DB574F8104461...
Julie Brennan

Golden Odyssey, LLC

DocuSigned by:
By: Nicholas La Luzerne
7B92E0EA78C7473...
Nicholas LaLuzerne

Golden Odyssey, LLC

DocuSigned by:
By: Thomas Woodford
FC700070CEE48C...
Thomas Woodford

SECURITY AGREEMENT

R.E. Golden Produce, Inc., ("Debtor") grants Madison Development Corporation ("MDC") a security interest in the property described below ("Collateral") to secure payment of the principal and interest on all obligations under a note ("Note"), dated March 21, 2024 of the Debtor payable to the MDC in the principal amount of **Two Hundred Fifty Thousand Dollars (\$250,000.00)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by MDC, either before or after judgement, in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

The Collateral in which this security interest is granted is:

All debtor's equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, whether now owned or hereafter acquired.

WARRANTIES. Debtor warrants that while any of the Liabilities are unpaid:

1. Debtor is the owner of the Collateral free of all encumbrances and security interest (except MDC's, Oak Bank's, Toyota Industries Commercial Finance's, and HYG Financial Services' security interests).
2. The address where the Collateral will be kept is:

2001 Fish Hatchery Road
Madison, WI 53713

Such location(s) shall not be changed without prior written consent of MDC, but the parties intend that the Collateral, wherever located, is covered by this agreement.

3. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
4. If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation.
5. All information, certificates or statements given to MDC pursuant to this Agreement shall be true and complete when given.

COVENANTS. Debtor agrees:

1. To maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it free from all liens, encumbrances and security interests (other than MDC's security interest).
2. To keep the Collateral and MDC's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to MDC from time to time and shall furnish evidence of such insurance.
3. To pay all expenses and, upon request, take action reasonably deemed advisable by MDC to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce MDC's interest in it or rights under this Agreement.

DEFAULT. Upon the occurrence of one or more of the following events of default:

1. Debtor fails to pay when due of the Liabilities or to perform or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Liabilities;
2. Debtor or a surety for any of the Liabilities dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
3. Any representation made to induce MDC to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
4. Any other event which causes MDC in good faith to deem itself insecure; all of the Liabilities shall, at the option of MDC, become immediately payable; and MDC shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law. With respect to such rights and remedies:
 - a. MDC may require Debtor to assemble the Collateral and to make it available to MDC at any convenient place designated by MDC.
 - b. Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.
 - c. Debtor shall reimburse MDC for any expense incurred by MDC, either before or after judgement, in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of expenses, MDC may apply the proceeds of the disposition to the Liabilities in such order and amounts as it elects.


PERSONS BOUND. The obligations hereunder of all Debtors are joint and several. This Agreement benefits MDC, its successors, and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

OTHER PROVISIONS.

Signed and Sealed on March 21, 2024

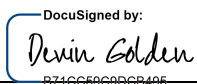
SECURED PARTY:

Madison Development Corporation

By: 
7E5D1890B0AC438...
 Lorrie Heinemann, President

DEBTOR:

R.E. Golden Produce, Inc.

By: 
B74CC69C9DCB405...
 Devin Golden

**2001 Fish Hatchery Road
Madison, WI 53713**

R.E. Golden Produce, Inc.

DocuSigned by:
By: Julie Brennan
98DD574F0104401...
Julie Brennan

R.E. Golden Produce, Inc.

DocuSigned by:
By: Nicholas La Luzerne
7B02E0EA78C7475...
Nicholas LaLuzerne

R.E. Golden Produce, Inc.

DocuSigned by:
By: Thomas Woodford
FC790070CEE4BC...
Thomas Woodford

SECURITY AGREEMENT

Revive Restoration, Inc. ("Debtor") grants Madison Development Corporation ("MDC") a security interest in the property described below ("Collateral") to secure payment of the principal and interest on all obligations under a note ("Note"), dated July 11, 2024 of the Debtor payable to the MDC in the principal amount of **One Hundred Thousand Dollars (\$100,000.00)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by MDC, either before or after judgement, in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

The Collateral in which this security interest is granted is:

All debtor's equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, whether now owned or hereafter acquired.

WARRANTIES. Debtor warrants that while any of the Liabilities are unpaid:

1. Debtor is the owner of the Collateral free of all encumbrances and security interest (except MDC's, Fortifi Bank's, and SBA's security interests).
2. The address where the Collateral will be kept is:

925 Applegate Road
Madison, WI 53713

Such location(s) shall not be changed without prior written consent of MDC, but the parties intend that the Collateral, wherever located, is covered by this agreement.

3. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
4. If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation.
5. All information, certificates or statements given to MDC pursuant to this Agreement shall be true and complete when given.

COVENANTS. Debtor agrees:

1. To maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it free from all liens, encumbrances and security interests (other than MDC's security interest).
2. To keep the Collateral and MDC's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to MDC from time to time and shall furnish evidence of such insurance.
3. To pay all expenses and, upon request, take action reasonably deemed advisable by MDC to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce MDC's interest in it or rights under this Agreement.

DEFAULT. Upon the occurrence of one or more of the following events of default:

1. Debtor fails to pay when due of the Liabilities or to perform or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Liabilities;
2. Debtor or a surety for any of the Liabilities dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
3. Any representation made to induce MDC to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
4. Any other event which causes MDC in good faith to deem itself insecure; all of the Liabilities shall, at the option of MDC, become immediately payable; and MDC shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law. With respect to such rights and remedies:
 - a. MDC may require Debtor to assemble the Collateral and to make it available to MDC at any convenient place designated by MDC.
 - b. Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.
 - c. Debtor shall reimburse MDC for any expense incurred by MDC, either before or after judgement, in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of expenses, MDC may apply the proceeds of the disposition to the Liabilities in such order and amounts as it elects.

PERSONS BOUND. The obligations hereunder of all Debtors are joint and several. This Agreement benefits MDC, its successors, and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

OTHER PROVISIONS.

Signed and Sealed on July 11, 2024

SECURED PARTY:

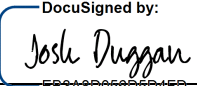
Madison Development Corporation

DocuSigned by:

 By: _____
 7E5D1890B0AC438...
 Lorrie Heinemann, President

DEBTOR:

Revive Restoration, Inc.

DocuSigned by:

 By: _____
 E83A8D050B5D4FD...
 Josh Duggan, President

**925 Applegate Road
Madison, WI 53713**

SECURITY AGREEMENT

925 Applegate, LLC ("Debtor") grants Madison Development Corporation ("MDC") a security interest in the property described below ("Collateral") to secure payment of the principal and interest on all obligations under a note ("Note"), dated July 11, 2024 of the Debtor payable to the MDC in the principal amount of **One Hundred Thousand Dollars (\$100,000.00)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by MDC, either before or after judgement, in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

The Collateral in which this security interest is granted is:

All debtor's equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, whether now owned or hereafter acquired.

WARRANTIES. Debtor warrants that while any of the Liabilities are unpaid:

1. Debtor is the owner of the Collateral free of all encumbrances and security interest (except MDC's, Fortifi Bank's, and SBA's security interests).
2. The address where the Collateral will be kept is:

925 Applegate Road
Madison, WI 53713

Such location(s) shall not be changed without prior written consent of MDC, but the parties intend that the Collateral, wherever located, is covered by this agreement.

3. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
4. If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation.
5. All information, certificates or statements given to MDC pursuant to this Agreement shall be true and complete when given.

COVENANTS. Debtor agrees:

1. To maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it free from all liens, encumbrances and security interests (other than MDC's security interest).
2. To keep the Collateral and MDC's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to MDC from time to time and shall furnish evidence of such insurance.
3. To pay all expenses and, upon request, take action reasonably deemed advisable by MDC to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce MDC's interest in it or rights under this Agreement.

DEFAULT. Upon the occurrence of one or more of the following events of default:

1. Debtor fails to pay when due of the Liabilities or to perform or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Liabilities;
2. Debtor or a surety for any of the Liabilities dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
3. Any representation made to induce MDC to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or
4. Any other event which causes MDC in good faith to deem itself insecure; all of the Liabilities shall, at the option of MDC, become immediately payable; and MDC shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law. With respect to such rights and remedies:
 - a. MDC may require Debtor to assemble the Collateral and to make it available to MDC at any convenient place designated by MDC.
 - b. Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.
 - c. Debtor shall reimburse MDC for any expense incurred by MDC, either before or after judgement, in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of expenses, MDC may apply the proceeds of the disposition to the Liabilities in such order and amounts as it elects.

PERSONS BOUND. The obligations hereunder of all Debtors are joint and several. This Agreement benefits MDC, its successors, and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

OTHER PROVISIONS.

Signed and Sealed on July 11, 2024

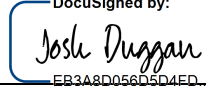
SECURED PARTY:

Madison Development Corporation

By:  DocuSigned by:
 Lorrie Heinemann, President
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DEBTOR:

925 Applegate, LLC

By:  DocuSigned by:
 Josh Duggan, President
EB3A8D056D5D4ED...

**925 Applegate Road
Madison, WI 53713**

Attachment B- Building Improvement Grant Contracts

21

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Bomazza LLC dba Silk Road, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as (*check one*):
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 14,950.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 14,950.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee: Name: Manuchehr Kholov
 Address: 1920 S Park Street
 City, State Zip: Madison, WI 53713
 Email: silkroadmadison@gmail.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

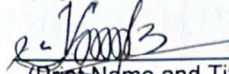
CONTRACTOR:

Bomazza LLC dba Silk Road

(Type or Print Name of Contracting Entity)

By: Manuchehr Kholov

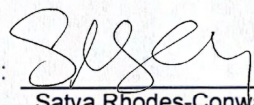
(Signature)



(Print Name and Title of Person Signing)

Date: 3/28/2024

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: 

Satya Rhodes-Conway, Mayor

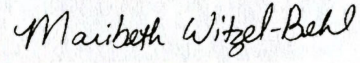
Date: 04/29/2024

Approved:



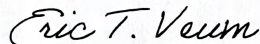
David P. Schmiedicke, Finance Director

Date: 4/26/2024

By: 

Maribeth Witzel-Behl, City Clerk


Date: 4/25/2024



Eric T. Veum, Risk Manager

Date: 4/26/2024

Approved as to Form:



Michael Haas, City Attorney

Date: 4/29/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and CAG Development LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee: Name: Chad Gebhardt
 Address: 2422 Pennsylvania Ave
 City, State Zip: Madison, WI 53704
 Email: cagd@sbcglobal.net

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

CAG Development LLC

(Type or Print Name of Contracting Entity)

By: Chad Gebhardt

(Signature)

Chad Gebhardt Digitally signed by Chad Gebhardt
Date: 2024.03.27 14:05:57 -05'00'

(Print Name and Title of Person Signing)


Date: 3-27-24

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: 
Satya Rhodes-Conway, Mayor

Date: 05/13/2024

Approved:

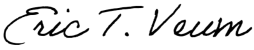

David P. Schmiedicke, Finance Director

Date: 5/13/2024

By: 
Maribeth Witzel-Behl, City Clerk

Date: 5/8/2024

Approved as to Form:


Eric T. Veum, Risk Manager

Date: 5/13/2024


Michael Haas, City Attorney

Date: 5/13/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Far Breton Bakery LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$50,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee: Name: Marie Young
 Address: 1920 Fordem Ave.
 City, State Zip: Madison, WI 53704
 Email: farbretonbakery2019@gmail.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

Far Breton Bakery LLC

(Type or Print Name of Contracting Entity)

By: Marie Young

(Print Name and Title of Person Signing)

Marie Young

(Signature)

Date: 7/30/2024

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: *Satya Rhodes-Conway*
Satya Rhodes-Conway, Mayor

Date: 08/14/2024

Approved:

David P. Schmiedicke

David P. Schmiedicke, Finance Director

Date: 8/9/2024

By: *Maribeth Witzel-Behl*
Maribeth Witzel-Behl, City Clerk

Date: 8/2/2024

Eric T. Veum

Eric T. Veum, Risk Manager

Date: 8/8/2024

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date: 8/14/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUSINESS IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and **FONTANA SPORTS SPECIALTIES, INC.** (“Grantee”), agree as follows:

1. Grantee. The Grantee is organized as *(check one)*:

- Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 Limited Liability Company (LLC)
 Partnership
 Limited Liability Partnership (LLP)
 Sole Proprietor
 Other:

2. Project Description. Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:

Attachment 1 – Project Summary
 Attachment 2 – Application Review Document
 Attachment 3 – City of Madison Terms and Conditions

3. Start and End Dates. This Agreement starts on the date of final signature and continues for a term of: **X six (6) months** OR twelve (12) months, unless terminated earlier, or extended to a later date by the City.

4. Grant Amount. The City awards a grant in the amount of \$50,000_ to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. Budget and Payment. Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000 toward the cost of the project. Payment will be made as described in Attachment 1. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. Grantee’s Obligations:

- A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
- B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
- a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. **Required only if checked: X lien waivers** showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
- C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
- D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

- 8. Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee: Name: Elizabeth Katherine Ganser
 Address: 216 North Henry Street
 City, State Zip: Madison WI 53703
 Email: Elizabeth@fontanasports.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
 B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City the full amount of the grant funds provided to Grantee under this Agreement.

- 10. Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

FONTANA SPORTS SPECIALTIES, INC.

(Type or Print Name of Contracting Entity)

By: Elizabeth K. Ganser
(Signature)

Elizabeth K. Ganser

(Print Name and Title of Person Signing)

Date: 9/27/23

CITY OF MADISON, WISCONSIN
a municipal corporation:

By: Satya Rhodes-Conway
Satya Rhodes-Conway, Mayor

Date: 10/12/23

Approved:

David Schmiedicke
David P. Schmiedicke, Finance Director

Date: 10/09/2023

By: Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

Date: 10/05/2023

Eric T. Veum
Eric T. Veum, Risk Manager

Date: 10/9/2023

Approved as to Form:

Michael Haas
Michael Haas, City Attorney

Date: 10/10/2023

CITY OF MADISON – BUSINESS IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Foundations Jiu Jitsu LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as (*check one*):
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 30,299.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 30,299.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee: Name: Arun Subramanian
 Address: 5104 Tonyawatha Trail
 City, State Zip: Monona, WI 53716
 Email: subrama6@gmail.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

Foundations Jiu Jitsu LLC

(Type or Print Name of Contracting Entity)

By: Arun Subramanian *Arun Subramanian*
(Signature)

ARUN SUBRAMANIAN
OWNER OF FOUNDATIONS JIU JITSU
(Print Name and Title of Person Signing)

Date: 3/20/2024

CITY OF MADISON, WISCONSIN
a municipal corporation:

By: *Satya Rhodes-Conway*
Satya Rhodes-Conway, Mayor

Date: 05/16/2024

Approved:

David Schmiedicke
David P. Schmiedicke, Finance Director

Date: 5/15/2024

By: *Maribeth Witzel-Behl*
Maribeth Witzel-Behl, City Clerk

Date: 5/8/2024

Approved as to Form:

Julie Austin for
Eric T. Veum, Risk Manager

Date: 5/15/2024

Michael Haas
Michael Haas, City Attorney

Date: 5/16/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and 1423 South Park Street LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 50,000 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
Department of Planning and Community and Economic Development
215 Martin Luther King, Jr. Blvd. Room 017
Madison, WI 53701-2983
Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: 1423 South Park Street LLC
Address: 1423 South Park Street
City, State Zip: Madison WI 53715
Email: tbrown@fringesalonofmadison.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

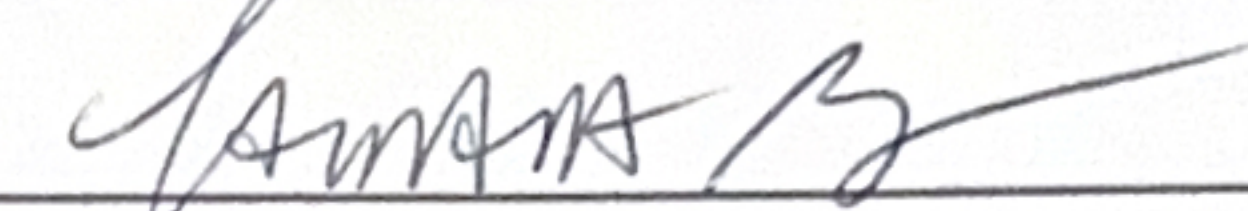
CONTRACTOR:

1423 South Park Street LLC

(Type or Print Name of Contracting Entity)

By: Tamara Brown, Owner

(Print Name and Title of Person Signing)



(Signature)

Date: 4.26.24

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUSINESS IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Les Delices de Awa LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 50,000 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: Awa Sibi
 Address: 2045 Atwood Ave #109
 City, State Zip: Madison WI 53704
 Email: awasibi@lesdelicesdeawa.org

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.


CONTRACTOR:

Les Delices de Awa, LLC

(Type or Print Name of Contracting Entity)

By: AWA SIBI, Owner

(Print Name and Title of Person Signing)



(Signature)

Date: 2/26/2024

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: 

Satya Rhodes-Conway, Mayor

Date: 03/14/2024

Approved:



David P. Schmiedicke, Finance Director

Date: 3/4/2024

By: 

Maribeth Witzel-Behl, City Clerk

Date: 02/29/2024



Eric T. Veum, Risk Manager

Date: 3/1/2024

Approved as to Form:



Michael Haas, City Attorney

Date: _____

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Little Genius Bilingual Learning, (“Grantee”), agree as follows:

1. Grantee. The Grantee is organized as *(check one)*:

- Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
- Limited Liability Company (LLC)
- Partnership
- Limited Liability Partnership (LLP)
- Sole Proprietor
- Other: _____

2. Project Description. Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:

- Attachment 1 – Project Summary – Approved Activities
- Attachment 2 – Application Review Document
- Attachment 3 – City of Madison Terms and Conditions
- Attachment 4 – Payment Terms

3. Start and End Dates. This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. Grant Amount. The City awards a grant in the amount of \$50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. Budget and Payment. Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$50,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. Grantee’s Obligations:

- A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
- B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
- C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
- D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. Legal Notices. All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: Jose Humberto
 Address: 3131 East Washington Ave
 City, State Zip: Madison WI 53704
 Email: littlegeniusblc@gmail.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

- 10. Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

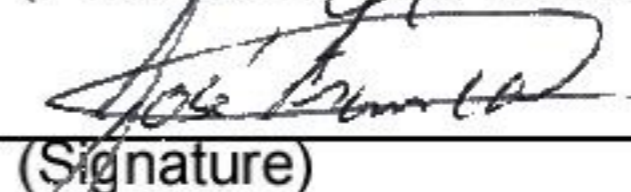
CONTRACTOR:

Little Genius Bilingual Learning Center LLC

(Type or Print Name of Contracting Entity)

By: Jose Humberto

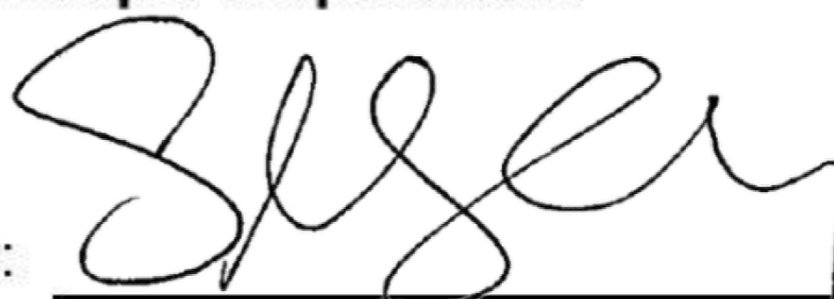
(Print Name and Title of Person Signing)



(Signature)

Date: 8-13-2024

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: 

Satya Rhodes-Conway, Mayor

Date: 08/23/2024

Approved:



David P. Schmiedicke, Finance Director

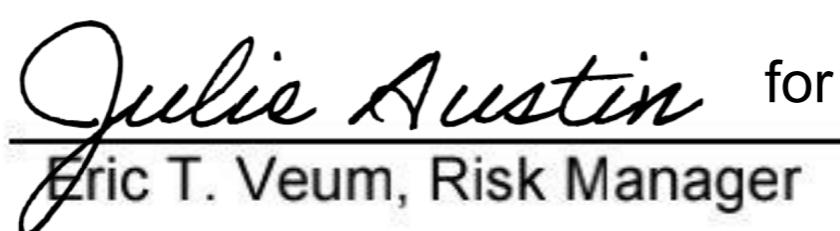
Date: 8/16/2024

By: 

Maribeth Witzel-Behl, City Clerk

Date: 08/14/2024

Approved as to Form:

 for
Eric T. Veum, Risk Manager

Date: 8/16/2024


Michael Haas, City Attorney

Date: 8/19/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation ("City"), and LMMD LLC DBA The Red St, ("Grantee"), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:

- Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 Limited Liability Company (LLC)
 Partnership
 Limited Liability Partnership (LLP)
 Sole Proprietor
 Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:

Attachment 1 – Project Summary – Approved Activities
 Attachment 2 – Application Review Document
 Attachment 3 – City of Madison Terms and Conditions
 Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$50,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee's Obligations:**

- A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 a. invoices, contracts, and receipts for all grant funds spent on this project.
 b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee: Name: Lynn M Dieffenbach
 Address: 3601 N Sherman Ave
 City, State Zip: Madison , WI , 53704
 Email: lmd101693@gmail.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

- 10. Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

LMMD LLC DBA The Red Shed

(Type or Print Name of Contracting Entity)

By: Lynn M Dieffenbach

(Print Name and Title of Person Signing)

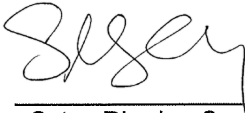
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Date: 2024.06.12 08:12:24 -05'00'

(Signature)

Date: 06/12/2024

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: 
Satya Rhodes-Conway, Mayor

Date: 06/18/2024

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: 6/14/2024

By: *Maribeth Witzel-Behl*

Maribeth Witzel-Behl, City Clerk

Date: 06/13/2024

Eric T. Veum

Eric T. Veum, Risk Manager

Date: 6/14/2024

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date: 6/18/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and MCNZ Maktabi LLC dba Dubai Restaurant and Bar, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: S Corp

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 49,916.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 49,916.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
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 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: Mmiar Maktabi
 Address: 419 State Street
 City, State Zip: Madison WI 53711
 Email: info@dubaimadison.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

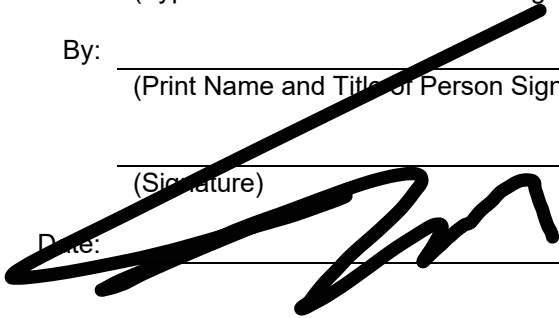
CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Print Name and Title of Person Signing)

(Signature)

Date: _____



**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: 06/20/2024



Approved:

David Schmiedicke
David P. Schmiedicke, Finance Director

Date: 6-14-2024

By: Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

Date: _____

Eric T. Veum
Eric T. Veum, Risk Manager

Date: 6/14/2024

Approved as to Form:

Michael Haas
Michael Haas, City Attorney

Date: 6-20-2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Metric Forrest Studio LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City:

Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee:

Name: Forrest Voedisch
 Address: 330 State Street
 City, State Zip: Madison WI 53703
 Email: forrest@metricforreststudio.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

- 10. Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

Metric Forrest Studio LLC

(Type or Print Name of Contracting Entity)

By: Forrest Voedisch

(Print Name and Title of Person Signing)

Forrest Voedisch
(Signature)

Date: 6/13/2024

CITY OF MADISON, WISCONSIN
a municipal corporation:

By: *Satya Rhodes-Conway*
Satya Rhodes-Conway, Mayor

Date: 06/25/2024

Approved:

David Schmiedicke
David P. Schmiedicke, Finance Director

Date: 6/21/2024

By: *Maribeth Witzel-Behl*
Maribeth Witzel-Behl, City Clerk

Date: 6/17/2024

Eric T. Veum
Eric T. Veum, Risk Manager

Date: 6/20/2024

Approved as to Form:

Michael Haas
Michael Haas, City Attorney

Date: 6/25/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation ("City"), and MM East Washington LLC, ("Grantee"), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:

- Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 Limited Liability Company (LLC)
 Partnership
 Limited Liability Partnership (LLP)
 Sole Proprietor
 Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:

Attachment 1 – Project Summary – Approved Activities
 Attachment 2 – Application Review Document
 Attachment 3 – City of Madison Terms and Conditions
 Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$50,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee's Obligations:**

- A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 a. invoices, contracts, and receipts for all grant funds spent on this project.
 b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: Blake Richter
 Address: 1600 Aspen Commons, Suite 200
 City, State Zip: Middleton, WI 53562
 Email: brichter@ncghospitality.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

MM East Washington LLC

(Type or Print Name of Contracting Entity)

By: Jeff Henn

(Print Name and Title of Person Signing)

[Signature]
(Signature)

Date: 07/02/2024

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: [Signature]
Satya Rhodes-Conway, Mayor

Date: 07/15/2024

Approved:

David Schmiedicke
David P. Schmiedicke, Finance Director

Date: 7/12/2024

By: Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

Date: 7/9/2024

Approved as to Form:

Eric T. Veum
Eric T. Veum, Risk Manager

Date: 7/11/2024

Michael Haas
Michael Haas, City Attorney

Date: 7/15/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation ("City"), and Northside Lounge LLC, ("Grantee"), agree as follows:

1. Grantee. The Grantee is organized as *(check one)*:

- Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 Limited Liability Company (LLC)
 Partnership
 Limited Liability Partnership (LLP)
 Sole Proprietor
 Other: _____

2. Project Description. Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:

Attachment 1 – Project Summary – Approved Activities
 Attachment 2 – Application Review Document
 Attachment 3 – City of Madison Terms and Conditions
 Attachment 4 – Payment Terms

3. Start and End Dates. This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. Grant Amount. The City awards a grant in the amount of \$ 50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. Budget and Payment. Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. Grantee's Obligations:

- A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 a. invoices, contracts, and receipts for all grant funds spent on this project.
 b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. Legal Notices. All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee: Name: Simon Dettinger
 Address: ~~1022 Sherman Ave~~ North Sherman Ave.
 City, State Zip: Madison WI 53704
 Email: northsideloungemsn@gmail.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

Northside Lounge LLC

(Type or Print Name of Contracting Entity)

By: Simon Dettinger, Owner

Print Name and Title of Person Signing)

Simon Dettinger
(Signature)

Date: 5/22/24

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: *Satya Rhodes-Conway* 06/18/2024

Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: 6/14/2024

By: *Maribeth Witzel-Behl*

Maribeth Witzel-Behl, City Clerk

Date: 6/5/2024

Eric T. Veum

Eric T. Veum, Risk Manager

Date: 6/6/2024

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date: 6/18/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and ONE 09 Retail, LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as (*check one*):
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 50,000 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
Department of Planning and Community and Economic Development
215 Martin Luther King, Jr. Blvd. Room 017
Madison, WI 53701-2983
Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: Dan Kennelly
Address: 108 S. Webster Street, Suite 201
City, State Zip: Madison, WI 53703
Email: dkennelly@quadcp.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

- 10. Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

David Kelly

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____

Satya Rhodes-Conway

Satya Rhodes-Conway, Mayor

Date: 08/14/2024

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: _____

By: _____

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum

Eric T. Veum, Risk Manager

Date: 7/31/2024

Michael Haas

Michael Haas, City Attorney

Date: 08/14/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and ONE 09 Retail, LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as (*check one*):
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
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 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 50,000 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: Dan Kennelly
 Address: 108 S. Webster Street, Suite 201
 City, State Zip: Madison, WI 53703
 Email: dkennelly@quadcp.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

David K. My

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____

Satya Rhodes-Conway

Satya Rhodes-Conway, Mayor

Date: _____

08/05/2024

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: _____

07/31/2024

By: _____

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum

Eric T. Veum, Risk Manager

Date: _____

7/31/2024

Michael Haas

Michael Haas, City Attorney

Date: _____

8/2/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUSINESS IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Penn Station LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 50,000 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
Department of Planning and Community and Economic Development
215 Martin Luther King, Jr. Blvd. Room 017
Madison, WI 53701-2983
Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: **Marcel Colbert**
Address: 1918 Regent Street
City, State Zip: Madison WI 53726
Email: framoloco@gmail.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

- 10. Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

Penn Station LLC

(Type or Print Name of Contracting Entity)

By: Marcel Colbert, Owner

(Signature)

(Print Name and Title of Person Signing)

Date:

4/24/24

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By:

Satya Rhodes-Conway, Mayor

Date:

05/16/2024

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date:

5/16/2024

By:

Maribeth Witzel-Behl, City Clerk

Date:

Approved as to Form:

Julie Austin for
Eric T. Veum, Risk Manager

Michael Haas, City Attorney

Date:

5/15/2024

Date:

05/16/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and RBK Salon dba Alan Koa Salon (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: S Corp

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 50,000 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 50,000 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
Department of Planning and Community and Economic Development
215 Martin Luther King, Jr. Blvd. Room 017
Madison, WI 53701-2983
Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: Brenda Gavinski
Address: 202 State Street, 4th floor
City, State Zip: Madison, WI 53703
Email: brenda@alankoa.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

- 10. Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Print Name and Title of Person Signing)

Mander Amali

(Signature)

Date: 7-2-24

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: *Satya Rhodes-Conway*

Satya Rhodes-Conway, Mayor

Date: 07/19/2024

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: 7/18/2024

By: *Maribeth Witzel-Behl*

Maribeth Witzel-Behl, City Clerk

Date: _____

Eric T. Veum

Eric T. Veum, Risk Manager

Date: 7/17/2024

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date: _____

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUSINESS IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Sandhu Convenience Inc, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as (*check one*):
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 40,724.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 40,724.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
Department of Planning and Community and Economic Development
215 Martin Luther King, Jr. Blvd. Room 017
Madison, WI 53701-2983
Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee: Name: Barinder Sandhu
Address: 673 State Street
City, State Zip: Madison, WI 53703
Email: sandhu038@yahoo.co.in

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

- 10. Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

Sandhu Convenience Inc

(Type or Print Name of Contracting Entity)

By:

(Signature)

Barinder Sandhu

President

(Print Name and Title of Person Signing)

Date:

01/29/2024

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By:

Satya Rhodes-Conway, Mayor

Date:

Approved:

David P. Schmiedicke, Finance Director

Date:

By:

Maribeth Witzel-Behl, City Clerk

Date:

Approved as to Form:

Eric T. Veum, Risk Manager

Date:

Michael Haas, City Attorney

Date:

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Sesame Blossom LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$50,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City:

Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rohlich@cityofmadison.com

For the Grantee:

Name:	<u>Kai Zhang</u>
Address:	<u>9935 Shining Willow Street</u>
City, State Zip:	<u>Middleton WI 53562</u>
Email:	<u>kaiyouhui@gmail.com</u>

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

⁷⁷
IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

Sesame Blossom LLC

(Type or Print Name of Contracting Entity)

By: Kai Zhang Co-owner

(Print Name and Title of Person Signing)

Kai Zhang

(Signature)

Date: 7/16/2024

CITY OF MADISON, WISCONSIN
a municipal corporation:

By: *Satya Rhodes-Conway*

Satya Rhodes-Conway, Mayor

Date: 08/14/2024

Approved:

David P. Schmiedicke

David P. Schmiedicke, Finance Director

Date: 8/9/2024

By: *Maribeth Witzel-Behl*

Maribeth Witzel-Behl, City Clerk

Date: 8/2/2024

Approved as to Form:

Eric T. Veum

Eric T. Veum, Risk Manager

Date: 8/8/2024

Michael Haas

Michael Haas, City Attorney

Date: 8/14/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation (“City”), and Sole Unique Salon LLC, (“Grantee”), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 42,800 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 42,800 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee’s Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

7. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

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For the City: Matthew Wachter, Director
Department of Planning and Community and Economic Development 215 Martin Luther King, Jr. Blvd. Room 017
Madison, WI 53701-2983
Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee:	Name:	<u>Monica Sanchez</u>
	Address:	<u>1305 S Park Street</u>
	City, State Zip:	<u>Madison, WI 53715</u>
	Email:	<u>salonsoleunique.ms@gmail.com</u>

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. Acceptance and Authority to Sign. The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Print Name and Title of Person Signing)

Ngungui S...

(Signature)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: *S...*

Satya Rhodes-Conway, Mayor

Date: *07/09/2024*

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: *07/04/2024*

By: *Maribeth Witzel-Behl*

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Julie Austin for

Eric T. Veum, Risk Manager

Date: *7/3/2024*

Michael Haas

Michael Haas, City Attorney

Date: *07/09/2024*

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

CITY OF MADISON – BUSINESS IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation ("City"), and Za's Exotic Snacks, ("Grantee"), agree as follows:

1. **Grantee.** The Grantee is organized as *(check one)*:
 - Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
 - Limited Liability Company (LLC)
 - Partnership
 - Limited Liability Partnership (LLP)
 - Sole Proprietor
 - Other: _____

2. **Project Description.** Grantee agrees to carry out the project as described in Attachments 1 and 2 using grant funds provided by the City. This Agreement includes the following Attachments:
 - Attachment 1 – Project Summary – Approved Activities
 - Attachment 2 – Application Review Document
 - Attachment 3 – City of Madison Terms and Conditions
 - Attachment 4 – Payment Terms

3. **Start and End Dates.** This Agreement starts on the date of final signature and continues for a term of six (6) months unless terminated earlier, or extended to a later date by the City.

4. **Grant Amount.** The City awards a grant in the amount of \$ 18,000.00 to the Grantee. The authorization for this award is in Resolution No. RES-22-00497.

5. **Budget and Payment.** Grantee agrees to use the grant funds exactly as set forth in Attachment. The City will pay Grantee no more than \$ 18,000.00 toward the cost of the project. If the actual cost of the completed project is less than the grant amount, Grantee agrees to return any remaining funds to the City, unless the City has agreed in writing to allow Grantee to spend any remaining funds on other expenses related to the approved project. Payment shall also be reduced if needed as described in Paragraph 9 (Termination.)

6. **Grantee's Obligations:**
 - A. **Complete on Time.** Grantee agrees to complete the project by the end date in section 3.
 - B. **Record Keeping:** Grantee agrees that funds are restricted to uses meeting the definition of Project Costs under Wis. Stat. §66.1105. Grantee will keep the following records for the project, and provide the City copies on request:
 - a. invoices, contracts, and receipts for all grant funds spent on this project.
 - b. Lien waivers showing evidence that any contractors and subcontractors hired with the grant funds (if any) have been paid and have released grantee from any liens, when applicable.
 - C. **Other information.** Grantee shall provide the City with written progress reports and other information if requested by the City. Grantee shall meet with City, if requested, to discuss project progress.
 - D. **Survey.** Grantee agrees to participate in surveys and data collection, including demographic information regarding the Grantee and the program or project, if requested by the City.

8. **Legal Notices.** All notices required to be given under this Agreement shall be in writing and shall be sent by first class mail, email, or hand-delivered to:

For the City: Matthew Wachter, Director
 Department of Planning and Community and Economic Development
 215 Martin Luther King, Jr. Blvd. Room 017
 Madison, WI 53701-2983
 Email: mwachter@cityofmadison.com and rrohlich@cityofmadison.com

For the Grantee: Name: Zachary Tannenbaum Za's Exotic Snacks
 Address: 515 University Ave, Suite D
 City, State Zip: Madison WI 53703
 Email: zbt3091@aol.com

9. Termination or Change to Grant Award.

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. **For Cause.** If Grantee defaults or commits a breach any of the terms of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including specific performance, shall have the right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City funds in an amount determined by the City's sole discretion, not to exceed the full amount of the grant funds provided to Grantee under this Agreement.

10. **Acceptance and Authority to Sign.** The Grantee has read this Agreement and all of the Attachments, and understands the terms of this Agreement and the nature of the project to be performed. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that they have been authorized to bind the Grantee and sign this Agreement on behalf of the Grantee.

11. Counterparts, Electronic Signature.

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by fax or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, if fully signed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

Za's Exoctic Snacks

(Type or Print Name of Contracting Entity)

By: Zachary Tannenbaum *Owner/Chief operator*
(Signature)

[Handwritten Signature]
(Print Name and Title of Person Signing)

Date: 3/27/2024

CITY OF MADISON, WISCONSIN
a municipal corporation:

By: *[Handwritten Signature]*
Satya Rhodes-Conway, Mayor

Date: 04/11/2024

Approved:

David Schmiedicke
David P. Schmiedicke, Finance Director

Date: 4/10/2024

By: *Maribeth Witzel-Behl*
Maribeth Witzel-Behl, City Clerk

Date: 04/03/2024

Julie Austin for
Eric T. Veum, Risk Manager

Date: 4/9/2024

Approved as to Form:

Michael Haas
Michael Haas, City Attorney

Date: 4/10/2024

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00497, File I.D. No. 72124, adopted by the Common Council of the City of Madison on July 12, 2022.

COMMERCIAL OWNERSHIP ASSISTANCE

LOAN AGREEMENT

(Source – TID 51)

This Loan Agreement (the “Agreement”) is entered into as of the 22nd day of February, 2024, by and between 1423 South Park Street LLC, a Wisconsin limited liability company (the “Borrower”), and the **City of Madison**, a Wisconsin municipal corporation (the “City”).

WITNESSETH:

WHEREAS, by adoption of File No. 60944, ORD-20-00066, the Common Council created the Commercial Ownership Assistance Program; and

WHEREAS, by adoption of File No. 75809, RES-23-00208, the Common Council adopted the TID #51 Project Plan authorizing the use of incremental revenue for small business assistance programs, including the Commercial Ownership Assistance Program; and

WHEREAS, by adoption of File No. 81366, RES-24-0061 the Common Council authorized a loan in the amount of One Hundred Thirteen Thousand Seven-Hundred Fifty Dollars (\$113,750.00) to the Borrower (the “Loan”); and

WHEREAS, the City and Borrower desire to enter into this Agreement for the purpose of providing the Loan funds to Borrower to assist Borrower in acquiring completing construction work on the real property owned by the Borrower and described on the attached Exhibit A (the “Property”); and

NOW, THEREFORE, in consideration of the mutual covenants set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. **Loan Purpose.** This Agreement is for the purpose of providing financial assistance from the City to Borrower in the form of loan funds, in the amount of One Hundred Thirteen Thousand Seven-Hundred Fifty Dollars (\$113,750.00) to partially finance the Borrower’s acquisition of- and construction on- the Property subject to the conditions of Section 2 below.

2. **Conditions Precedent to Disbursement.** The disbursement of the Loan is subject to the prior fulfillment of all of the following terms, conditions and covenants, as determined by the City. At least seven (7) days prior to closing and prior to the City releasing the Loan funds, the Borrower shall:

- (a) Submit to the City a standard ALTA commitment for a loan policy of title insurance in the amount of the Loan for such Property, which will be subject only to municipal and zoning ordinances and any other encumbrances acceptable to the City as more particularly set forth in the Mortgage (the “Permitted Encumbrances”); and
- (b) Provide evidence of property insurance as required by the Mortgage listing the City as mortgagee.
- (c) The City shall have the right to request removal of exceptions to the title commitment, and request title policy endorsements reasonably determined necessary to secure City’s mortgage at the expense of Borrower.

- (d) Borrower shall execute a Mortgage in a form acceptable to the City. The Borrower shall record the Mortgage. Failure to record the Mortgage shall be considered an Event of Default.
- (e) Borrower shall execute a Promissory Note evidencing the Loan, in a form acceptable to the City.

3. Loan Repayment and Forgiveness. Repayment of the Loan is deferred until sale, cash-out refinance for other than property improvements, the property is transferred or ceases to be a location for a business owned by the Borrower (the "Repayment Conditions").

- (a) If any of the Repayment Conditions occur before the seventh (7th) anniversary of the date of this Agreement, Borrower shall immediately, and without demand, pay to the City the Loan amount in full, without interest.
- (b) If any of the Repayment Conditions occur on or after the seventh (7th) anniversary but before the fifteenth (15th) anniversary of the date of this Agreement, repayment of one half the Loan shall be immediately due and payable to the City without demand, without interest.
- (c) On the date that is fifteen years from the date of this Agreement, if the Repayment Conditions have not occurred, the Loan shall be forgiven, mortgage released, and note deemed satisfied.
- (d) Notice of Repayment Conditions. Borrower shall give ninety (90) days' in advance of any action meeting the definition of the Repayment Condition.

4. Indemnification. Borrower shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, its officers, officials, agents and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees because of personal injury, bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Borrower's acts or omissions in the performance of this Agreement. Negligence on the part of the City does not relieve the Borrower of its obligations under this paragraph. The obligations of Borrower under this Section 4 shall survive the expiration or termination of this Agreement.

5. Insurance. Borrower will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Borrower shall not commence work under this Agreement, nor shall the Borrower allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Borrower shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. The Borrower's policy shall also provide contractual liability in the same amount. The coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional

insureds. Borrower shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Borrower shall procure and maintain during the life of this Agreement Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Borrower shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

In the event Borrower hires employees, the Borrower shall procure and maintain until termination of this Agreement statutory Workers' Compensation insurance as required by the State of Wisconsin. The Borrower shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Borrower shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

Acceptability of Insurers. The above required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Borrower shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. The Borrower shall provide the certificate(s) to the City's representative upon execution of this Agreement, or sooner, for approval by the City Risk Manager. The Borrower shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

The Borrower shall provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

6. Events of Default. Any one or more of the following events is an Event of Default under this Agreement:

- (a) Borrower supplies false or misleading information to the City in connection with this Agreement, without providing satisfactory explanation, in City's sole discretion, for the noncompliance; or
- (b) Borrower fails to comply with or perform, in any material respect, any of its obligations under this Agreement, including compliance with the application submitted by Borrower and attached as Exhibit B, without providing a satisfactory explanation, in City's sole discretion, for the noncompliance, and Borrower has failed to cure in accordance with Section 7 below.
- (c) Borrower becomes insolvent or the subject of state insolvency proceedings, fails generally to pay debts as they become due or makes an assignment for the benefit of creditors; or a receiver, trustee, custodian or other similar official is appointed for, or takes possession of any substantial part of the property of Borrower.

7. Remedies. Upon the occurrence of an Event of Default, City shall send a written notice of default to the Borrower, setting forth with reasonable specificity the nature of the default. If the Borrower fails to cure any such Event of Default to the reasonable satisfaction of the City within thirty (30) calendar days, the City may extend the cure period if the City determines, in its sole discretion, that the Borrower has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Borrower, declare the Borrower in default. The cure period shall in no event be extended more than ninety (90) days. In the event that the Event of Default is not cured, the City shall terminate the Agreement and may declare the Grant to be immediately due and payable and/or may pursue any available remedy by suit at law or in equity to insure or realize the payment of the Grant.

No remedy conferred upon or reserved to the City hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

In the event Borrower should default under any of the provisions of this Agreement and the City should employ or assign attorneys or incur other expenses for the collection of the Grant or the enforcement of performance of any obligation or covenant on the part of Borrower under the Agreement, Borrower will on demand pay to the City the reasonable costs, charges or fees of such attorneys and such other expenses so incurred.

8. Workforce Utilization. Borrower agrees that, within thirty (30) days after the effective date of the Agreement, Borrower will provide to the City of Madison Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the Agreement is still in effect, or if the City enters into a new agreement with Borrower, within one year after the date on which the form was required to be provided, Borrower will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

Borrower further agrees that, for at least twelve (12) months after the effective date of the Agreement, it will notify the City of Madison Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of Borrower are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. Borrower agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by Borrower, and if the referral is timely. A referral is timely if it is received by Borrower on or before the date stated in the notice.

9. AFFIRMATIVE ACTION.

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The “ARTICLES OF AGREEMENT” beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000	\$50,000 OR MORE
	Aggregate Annual Business with the City*	Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, “Exempt” means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights (“Department”) makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such

notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the

model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant

to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

9. Nondiscrimination. In the performance of the work funded by this Agreement, Borrower agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Borrower further agrees not to discriminate against any subcontractor or person who offers to subcontract on the Agreement because of race, religion, color, age, disability, sex or national origin.

10. Records and Reports. Borrower shall, without charge to the City, maintain such records and shall make such reports to the City related to the Project as the City may reasonably require from time to time during the term of the Agreement. Borrower shall, without charge to the City, make such records available for inspection and copying by the City, and shall make the Property available to the City for inspection, at any time during normal business hours and upon reasonable advance notice from the City to Borrower of the City's wish to make any such inspection

11. Notices. All notices, certificates or other communications under the Agreement shall be sufficiently given and shall be deemed given when personally delivered or when mailed by first class mail postage prepaid with proper addresses indicated below. The City and Borrower may, by written notice given by each to the other, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated herein. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

TO THE CITY: The City of Madison, Wisconsin
 Attn: Economic Development Division Director
 P.O. Box 2627
 215 Martin Luther King Jr. Blvd.
 Madison, WI 53703

TO THE BORROWER: **1423 S Park Street LLC**
 Attn: Tamara Brown
 6405 Bettys Lane
 Madison, WI 53711

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Borrower and their respective successors and assigns.

13. No Assignment. This Agreement may not be assigned by Borrower, in whole or in part, without the express prior written approval of the City.

14. Applicable Laws. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin, County of Dane, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

15. Severability. In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision.

16. Amendments, Changes and Modifications. Except as otherwise provided herein, the Agreement may not be effectively amended, changed or modified by the City or except by written amendment approved and executed by the City and Borrower.

17. Counterparts. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

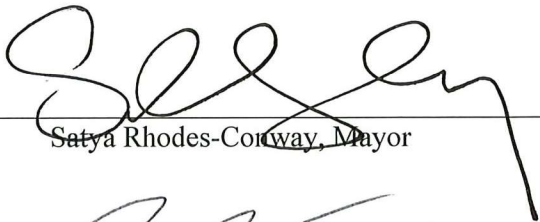
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date written above.

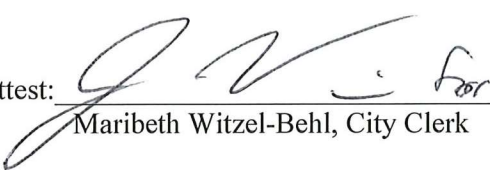
BORROWER

By: 

Name: Tamara Brown
Title: owner

CITY OF MADISON
a Wisconsin municipal corporation


By: 
Satya Rhodes-Corway, Mayor

Attest: 
Maribeth Witzel-Behl, City Clerk

APPROVED:


David Schmiedicke
Finance Director

APPROVED AS TO FORM:


Michael R. Haas
City Attorney

Execution of this Loan Agreement by the City of Madison is authorized by Resolution Enactment No. RES-24-00061, File I.D. No. 81366, adopted by the Common Council of the City of Madison on January 23, 2024.

EXHIBIT A**Property Description**

A part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, more particularly described as follows: Beginning at a point on the West line of the said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 1742.5 feet North of the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 26; thence North on said West line 40 feet; thence North $70^{\circ}7'$ East 134.3 feet to the West line of Oregon Road; thence South $25^{\circ}30'$ East along the West line of Oregon Road 40 feet; thence South $71^{\circ}27'$ West 161.6 feet to the point of beginning.

Part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, more particularly described as follows: Beginning at a point on the East line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, said point being 1742.5 feet North of the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 26; thence North on said East line 40 feet; thence South $70^{\circ}7'$ West 25.7 feet to the East right of way line of new South Park Street; thence Southeasterly on said right of way line on a curve convex to the East of radius 2894.4 feet, the subtending chord having a bearing of South $13^{\circ}54'$ East and a length of 38 feet to the point of intersection of said East right of way line and the Westerly prolongation of a straight line from the point of beginning, having a bearing of South $71^{\circ}27'$ West; thence North $71^{\circ}27'$ East 16.8 feet to the point of beginning.

Also a triangular parcel of land located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Northeast corner of Certified Survey No. 1046081 recorded at the Dane County Register of Deed's office in Volume 1, Page 82 of Certified Surveys, thence North $25^{\circ}46'$ West, 40.00 feet; thence South $71^{\circ}11'40''$ West, 71.19 feet to the point of beginning; thence continue South $71^{\circ}11'40''$ West, 88 feet more or less to South Park Street; thence North $12^{\circ}15'20''$ West, 3.00 feet more or less to an iron stake at the Southwesterly corner of a building; thence along the Southerly side of said building and said line extended in a straight line to the point of beginning.

Now known and described as follows: Part of the South $\frac{1}{2}$ of Section 26, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, more particularly described as follows: Beginning at the Northwest corner of Lot 2 of Certified Survey Map No. 82 which is recorded in Volume 1 of Certified Surveys, page 82; thence North $71^{\circ}11'$ East along the North line of said Lot 1 extended 169.6 feet to the West line of Beld Street; thence North $25^{\circ}30'$ West along said West line, 40 feet to the Southeast corner of the property described in Volume 2778 of Records, Page 74; thence South $69^{\circ}45'$ West along the South line of the property described in Volume 2778 of Records, page 74, 159.05 feet, more or less, to the Easterly line of Park Street; thence Southerly along the East line of Park Street to the Point of Beginning.

Parcel Number: 251-0709-264-0808-4

Address: 1423 South Park Street, Madison, WI 53715