



Department of Planning & Community & Economic Development

Economic Development Division

Matthew B. Mikolajewski, Director

Saran Ouk, Office of Business Resources Manager

P.O. Box 2983

Madison, WI 53701-2983

Phone: (608) 267-8737 | Fax: (608) 261-6126

cityofmadison.com

TO: TIF Joint Review Board

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

SUBJECT: Annual TIF Grant Reporting

DATE: September 28, 2023

The purpose of this memo is to provide information regarding financial assistance programs in the Economic Development Division that utilizes TIF grant funding.

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)
- TID 52 (East Washington & Stoughton Rd)
- TID 54 (Pennsylvania Ave)

Businesses Approved for Small Cap TIF grant in the past year

- \$250,000 – Smart Cleaning Solutions
 - Common Council approved on March 21, 2023
 - See Attachment A-Small Cap TIF for Security Agreement draft only as the deal has not closed yet

*Continue to next page for information on the Building Improvement Grant

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:*

- August ([PDF page 1](#))
- Digital Untangled LLC dba Jewelers on State Street ([PDF page 4](#))
- Forage Kitchen ([PDF page 7](#))
- Global Coffee – Michealangelos ([PDF page 10](#))
- Ians Pizza 100 State ([PDF page 13](#))
- Just Veggies ([PDF page 16](#))
- McCunes Edible Spoons LLC - Sookie's Veggie Burgers ([PDF page 19](#))
- Peroniz K LLC - Tutto Pasta ([PDF page 22](#))
- The Guild Esports LLC ([PDF page 25](#))
- TJAB Holdings Fair Trade coffee ([PDF page 28](#))

*See Attachment B-Building Improvement Grant Contracts

Attachment A-Small Cap TIF

SECURITY AGREEMENT

JMD Holdings, 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 18, 2022 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 security interest).
2. The address where the Collateral will be kept is:

2530 Agriculture Drive
Madison, WI 53716

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 1, 2023

SECURED PARTY:

Madison Development Corporation

DEBTOR:

JMD Holdings, LLC.

By: _____

Juan Gomez, VP of Lending

By: _____

James Sutton

**2530 Agriculture Drive
Madison, WI 53716**

ATTACHMENT B-BUILDING IMPROVEMENT GRANT CONTRACTS

1

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation ("City"), and August VIII, 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: 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
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: ☒ 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:** ☒ **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: Robert Bowhan, August III LLC
Address: 414 State Street
City, State Zip: Madison WI 53703
Email: rob@august-shop.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.**

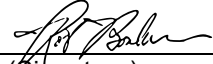
This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format 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:

August III LLC

(Type or Print Name of Contracting Entity)

By: 

(Signature)

Robert Bowhan

(Print Name and Title of Person Signing)

Date: 7/29/23

CITY OF MADISON, WISCONSIN
a municipal corporation:

By: 

Satya Rhodes-Conway, Mayor

Date: 08/10/2023

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: _____

By: Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date: 08/08/2023

Approved as to Form:

Mary Lloyd

for

Eric T. Veum, Risk Manager

Date: 08-09-2023

Michael Haas

Michael Haas, City Attorney

Date: _____

The City of Madison, Wisconsin, a municipal corporation ("City"), and Digital Untangled 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
 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: ☒ 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 \$ 48,958.00 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 \$ 48,958.00 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:** ☒ **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: Joey Turner, Digital Untangled LLC
 Address: 1902 Hawks Ridge Drive #216
 City, State Zip: Verona, WI 53593
 Email: joey@jewelersonstatestreet.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:

Digital Untangled LLC

(Type or Print Name of Contracting Entity)

By:

(Signature)

Joey Turner

(Print Name and Title of Person Signing)

Date:

11-17-22

CITY OF MADISON, WISCONSIN
a municipal corporation:

By:

Satya Rhodes-Corway

Satya Rhodes-Corway, Mayor

Date:

01/11/2023

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date:

12/09/2022

By:

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date:

12/2/2022

Approved as to Form:

Mary Lloyd

for

Eric T. Veum, Risk Manager

Date:

12/08/2022

Michael Haas

Michael Haas, City Attorney

Date:

1/11/2023

The City of Madison, Wisconsin, a municipal corporation ("City"), and forage kitchen 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)
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- ☐ Other: _____

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3. Start and End Dates. This Agreement starts on the date of final signature and continues for a term of: ☒ 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 \$ 50,000.00 to the Grantee. The authorization for this award is in Resolution No. RES- 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. 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:** ☒ **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.
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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: Henry Aschauer, Forage Kitchen llc
 Address: 5352 King James Way
 City, State Zip: Fitchburg, WI 53719
 Email: henry@foragekombucha.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.

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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:

Forage kitchen llc

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

Henry Aschauer

(Print Name and Title of Person Signing)

Date: **10/11/22**

CITY OF MADISON, WISCONSIN
a municipal corporation:

By: _____

Satya Rhodes-Conway, Mayor

Date: **11/18/2022**

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: **10/20/2022**

By: _____

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date: **10/17/2022**

Eric T. Veum

Eric T. Veum, Risk Manager

Date: **10/20/2022**

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date: _____

The City of Madison, Wisconsin, a municipal corporation ("City"), and Global Coffee 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)
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- ☒ Other: S Corp

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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: Samir Chehade
Address: 114 State Street
City, State Zip: Madison WI 53703
Email: samchehade@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 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.

CONTRACTOR:

Global Coffee Inc.

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

Samir Chehade

(Print Name and Title of Person Signing)

Date: _____

4-17-23

CITY OF MADISON, WISCONSIN

a municipal corporation:

By: _____

Satya Rhodes-Conway, Mayor

Date: _____

05/22/2023

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

05/19/2023

Date: _____

By: _____

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum

Eric T. Veum, Risk Manager

5/19/2023

Date: _____

Michael Haas

Michael Haas, City Attorney

05/22/2023

Date: _____

The City of Madison, Wisconsin, a municipal corporation ("City"), and Ian's Pizza on State 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
 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: ☒ 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 \$ 50,000.00 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. 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:** ☒ **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:	Jack Thurnblad, Ian's Pizza on State LLC
	Address:	100 State Street
	City, State Zip:	Madison, WI 53703
	Email:	jack@ianspizza.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.

15

CONTRACTOR:

Ian's Pizza on State LLC

(Type or Print Name of Contracting Entity)

By:

Jack Thurnblad
(Signature)

Jack Thurnblad

(Print Name and Title of Person Signing)

Date:

January 31, 2023

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

By:

Satya Rhodes-Conway

Satya Rhodes-Conway, Mayor

Date:

03/07/2023

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date:

03/01/2023

By:

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date:

02/27/2023

Approved as to Form:

Mary Lloyd

for

Eric T. Veum, Risk Manager

Date:

03-01-2023

Michael Haas

Michael Haas, City Attorney

Date:

03/06/2023

CITY OF MADISON –BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation ("City"), and JustVeggiez 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: 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
 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: ☒ 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 \$ 49,599.00 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 \$ 49,599.00 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:** ☒ **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: James Bloodsaw
 Address: 540 State Street
 City, State Zip: Madison WI 53703
 Email: justveggiez@yahoo.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.

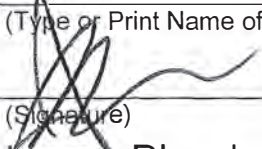
This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format 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:

Just Veggies LLC

(Type or Print Name of Contracting Entity)

By: 

(Signature)

James Bloodsaw

(Print Name and Title of Person Signing)

Date: May 19, 2023

CITY OF MADISON, WISCONSIN

a municipal corporation:

By: 

Satya Rhodes-Corway, Mayor

Date: 06/05/2023

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: 06/02/2023

By: Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date: 05/26/2023

Eric T. Veum

Eric T. Veum, Risk Manager

Date: 6/2/2023

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date: 06/05/2023

The City of Madison, Wisconsin, a municipal corporation ("City"), and McCunes Edible Spoons 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
 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: ☒ 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 \$ 50,000.00 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. 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:** ☒ **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.

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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:	John McCune, McCunes Edible Spoons LLC
	Address:	809 Vea Court
	City, State Zip:	Stoughton, WI 53589
	Email:	sookiesveg@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 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:

McCunes Edible Spoons LLC

(Type or Print Name of Contracting Entity)

By: John McCune
(Signature)

John McCune

(Print Name and Title of Person Signing)

Date: 10/19/22

CITY OF MADISON, WISCONSIN
a municipal corporation:

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

Date: 01/17/2023

Approved:

David Schmiedicke
David P. Schmiedicke, Finance Director
Date: 01/11/2023

By: Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk
Date: 12/19/2022

Eric T. Veum
Eric T. Veum, Risk Manager
Date: 12/21/2022

Approved as to Form:

Michael Haas
Michael Haas, City Attorney
Date: 01/13/2023

The City of Madison, Wisconsin, a municipal corporation ("City"), and Peronzi K 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
 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: ☒ 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 \$ 21,400.00 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 \$ 21,400.00 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:** ☒ **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 mrohlich@cityofmadison.com

For the Grantee:

Name:	Kay Millonzi
Address:	PO Box 348
City, State Zip:	Black Earth, WI 53515
Email:	tuttostatekay@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 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.

CONTRACTOR:

Peronzi K LLC

(Type or Print Name of Contracting Entity)

By:

(Signature)

Kay Millonzi

(Print Name and Title of Person Signing)

Date:

5/23/22

CITY OF MADISON, WISCONSIN
a municipal corporation:

By:

Satya Rhodes-Conway, Mayor

Date:

06/20/2023

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date:

6/12/2023

By:

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date:

June 7, 2023

Mary Lloyd for

Eric T. Veum, Risk Manager

Date:

06/09/2023

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date:

6/20/2023

The City of Madison, Wisconsin, a municipal corporation ("City"), and, The Guild Esports 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)
- X 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:	Sonia Tan, The Guild Esports LLC
	Address:	420 W Dayton St Unit 313
	City, State Zip:	Madison WI 53703
	Email:	sonia@theguild.g

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.

27

CONTRACTOR:

The Guild Esports LLC

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

Sonia Tan

(Print Name and Title of Person Signing)

Date: 8/3/2023

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

By: _____

Satya Rhodes-Conway, Mayor

Date: 08/10/2023

Approved:

David Schmiedicke

David P. Schmiedicke, Finance Director

Date: 8/10/2023

By: _____

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date: 08/08/2023

Mary Lloyd

for

Eric T. Veum, Risk Manager

Date: 08/09/2023

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date: 8/10/2023

CITY OF MADISON – BUILDING IMPROVEMENT GRANT (BIG) PROGRAM

The City of Madison, Wisconsin, a municipal corporation ("City"), and TJAB Holdings, 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
 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: ☒ 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 \$ \$5 0,000. 00 to the Grantee. The authorization for this award is in Resolution No. RES- 22-04 97.

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. 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:** ☒ **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: Casey Thompson, TJAB Holdings, LLC
 Address: 418 State Street
 City, State Zip: Madison, WI 53703
 Email: caseyef@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 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.

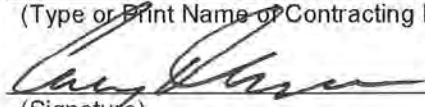
This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be made by, fax, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format 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:

TJAB Holdings, LLC

(Type or Print Name of Contracting Entity)

By: 

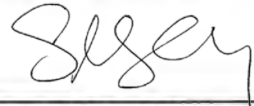
(Signature)

Casey Thompson

(Print Name and Title of Person Signing)

Date: 12/9/2023

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

By: 

Satya Rhodes-Conway, Mayor

Date: 01/04/2023

Approved:

Mary C. Richards for

David P. Schmiedicke, Finance Director

Date: 12/23/2022

By: Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

Date: 12/19/2022

Mary Lloyd for

Eric T. Veum, Risk Manager

Date: 12/23/2022

Approved as to Form:

Michael Haas

Michael Haas, City Attorney

Date: 1/4/23