



December 15, 2022

Ms. Supawadee Pamoto
1009 S. 74 St.
West Allis, WI 53214

Dear Ms Pamoto:

Pursuant to your application and information provided by you regarding an Economic Development Loan to address economic hardship caused by the national COVID pandemic for the café and restaurant located at 7028 W. Greenfield Ave., the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant-CV1 and CV2 regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Su Plus Two LLC d/ba/ Su Plus Two Cafe located at 7028 W. Greenfield Ave. West Allis, WI 53214
2. Guarantor. Supawadee Pamoto and Jose Cisneros
3. Project. Loan proceeds are to be used for assisting with job creation and retention for low-to moderate income individuals and the addition of a café within the café/restaurant at 7028 W. Greenfield Ave.
4. Loan Amount. The loan amount shall not exceed Forty-Three Thousand Dollars (\$43,000). Disbursement of the aggregate principal will be upon submittal of proper invoices, beneficiary reporting forms, or purchase orders. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be zero percent (0.00%) fixed rate. In the event of default, failure to report jobs or remain in business, the loan will become due and payable with an interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be two years with a 24-month amortization rate.
7. Payments. Payments will be as follows:
 - There are no requirements for principal or interest payments unless the loan shall fail to provide the necessary reporting documents or fail to remain in business during the Term of the Loan.
 - The Loan principal will be forgiven at \$14,334 of principal for each FTE position created or retained that meets requirement and report to be identified as a low-to-moderate income beneficiary.
8. Late Charge. No late charges unless in Default and required to make payments. Late charges shall be one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.



- 9. Security. As security for the loan, the Borrower will deliver to the City:
 - A. General Business Security Agreement on all assets purchased with Loan proceeds.
 - B. An Unlimited Personal Guarantee from Supawadee Pamoto and Jose Cisneros
- 10. Loan Processing Fee. None required.
- 11. Maturity Date. This loan shall mature on December 13, 2024.
- 12. Closing Date. The loan shall close on or before January 15, 2023.
- 13. Prepayment Privilege. Not applicable.
- 14. Job Creation/Retention. Borrower agrees to the following:

To retain and/or create at least ten (3) full-time equivalent permanent positions over the past year prior to closing during COVID and for the next two (2) years of which all three shall be held by low-to-moderate income persons. A Beneficiary Reporting form is attached as Attachment A, that must be completed by all FTE jobs created or new hires.
- 15. General Conditions. All of the terms and conditions contained in the attached "Federal Requirements" – EXHIBIT No. 1 for economic development loans and "General Conditions" (Attachment B) are incorporated into this Commitment.
- 16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City and if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before January 15, 2022, and the written guarantee of the loan by Supa. If not so accepted, the City shall have no further obligation hereunder.

CITY OF WEST ALLIS

Date: _____

By: _____
Patrick Schloss, Executive Director
Economic Development

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

Su Plus Two LLC

Date: _____

By: _____
Supawadee Pamoto

Attachments



Attachment A
Economic Development Program/Loan Program - Project Beneficiary
Profile

West Allis is able to offer this service/program through a grant from the federal government. One requirement of this grant is that the City keeps track of all the individuals this program assists by family size and income level. To help with this requirement, we ask for your assistance. Please complete the information required below so that we may track the individuals we are assisting through this program. Please be aware the information is completely confidential and will not be released but is for record keeping and required federal reporting purposes only.

Thank you for your cooperation.

Name: _____ Address: _____

Phone #: _____

RACE: (You <u>MUST</u> mark one)		
<input type="checkbox"/> White	<input type="checkbox"/> Black/African American	
<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian/Alaskan Native	
<input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> American Indian/Alaskan Native and White	
<input type="checkbox"/> Asian & White	<input type="checkbox"/> Black/African American and White	
<input type="checkbox"/> American Indian/Alaskan and Black/African		
<input type="checkbox"/> Other Multi-Racial		
ETHNICITY: (You <u>MUST</u> mark one)	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Non-Hispanic

Family Size and Income Levels (2021): (Please circle one)								
Below you will find a chart listing the various income levels. Find your family* size along the top of each column. Then circle the lowest income ** amount which exceeds your family income.								
Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low	17,750	20,250	22,800	25,300	27,350	29,350	31,400	33,400
Low	29,550	33,800	38,000	42,200	45,600	49,000	52,350	55,750
Moderate	47,250	54,000	60,750	67,500	72,900	78,300	83,700	89,100
Non-	47,251+	54,001	60,751+	67,501+	72,901+	78,301+	83,701+	89,101+



Female Head of Household – (please circle) Yes or NO

"Family" means all persons residing in the same household.

** **"Income"** means that of all members of the family over 18 years of age. However, unearned income (such as income from trust funds or investments) must be included regardless of the age of the beneficiary. Income includes wages, pensions, social security benefits, rents, and interest from any asset.

I understand that the information provided in this certification is subject to verification by the City of West Allis and/or HUD.

Signature

Economic Development Project/Loan Program

Employee Income Data Form

Employer:

After the new and current employees have completed the "Employee Income Certification Form," please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. **Name and Address of Employer:**

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

2. **Name and Address of Employee:**

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

3. **Employee Identification Number (or S.S.#):** _____



4. **Job Title:**

5a. **Date Hired:** _____

5b. **Date Terminated, if applicable:** _____

5c. **Date Retained:** _____

5d. **Date Replacement Hired:** _____

6. **Average Hours Per Week Worked:** _____
____ Full time or ____ Part time

7. **When hired, was the employee LMI (Low and Moderate Income)?**
Yes _____ No _____

Are there employer sponsored healthcare benefits?

Were you unemployed prior employment?

8. Category of work (Please Circle One)
- | | |
|-------------------|--------------------------|
| Office & Manager | Craft Workers (skilled) |
| Technicians | Operators (Semi skilled) |
| Sales | Laborers |
| Office & Clerical | Service Worker |



EXHIBIT NO 1. TO GENERAL CONDITIONS
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWERS: Su Plus Two LLC
COMMITMENT: December 15, 2022
LOAN AMOUNT: \$43,000

This Loan is funded with Federal Community Development Block Grant – CV Funds. Borrowers will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Loan.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR PART 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. Title I of the Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336), and implementing regulations. The Act prohibits discrimination against any qualified individual with a disability because of his or her disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

II. Equal Employment Opportunity. (All Loans Exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Borrowers will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. 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. The Borrowers shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.



B. The Borrowers will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Borrowers will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Borrowers certify that they will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Borrowers will cooperate with the City in carrying out the following:

A. Consent to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Are authorized to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

VIII. Historic Preservation. Borrowers will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.



X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Borrowers will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the Borrowers will agree that any such work will be done in accordance with such laws and regulations.

XIV. Fraud. The Borrowers have not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XV. Remedies for Noncompliance. In the event of Borrowers' noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments under the Loan Agreement until Borrowers comply; and/or
- B. Immediate cancellation, termination or suspension of the Loan Agreement, in whole or in part.
- C. Other remedies that may be legally available.

City

Borrower