



John F. Stibal
Director
Development Department
jstibal@westalliswi.gov
414.302.8460

EXHIBIT A

November 1, 2019

Mr. Ryan Oschmann
Managing Partner, FOMO LLC.
S. 79W15851 Aud-Mar Dr.
Muskego, WI 53150

Dear Mr. Oschmann:

Pursuant to your application and information provided by you regarding the acquisition of the property and working capital for the establishment of a restaurant to be located at 1603 S. 81 St., 16**S. 82 St. and 16** S. 81 St. 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 regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be FOMO LLC. or "Entity To Be Named".
2. Guarantors. Ryan M. Oschmann, Laurie K. Oschmann, Andrew L. Meinen and Kurt Fogle.
3. Project. Loan proceeds are to be used for acquisition of the property located at 1603 S. 81 St., 16**S. 82 St. and 16** S. 81 St. West Allis, WI 53214. The loan is subject to the approval of a \$250,250.00 loan from Citizen's Bank and a \$67,375.00 contribution from Moo, Inc.
4. Loan Amount. The loan amount shall not exceed Sixty-Seven Thousand three hundred and seventy-five Dollars (\$67,375.00). Disbursement of the aggregate principal will be at loan closing with proper paid invoices 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 a five percent (5.00%) fixed rate. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be 10 years with a 25 year amortization rate.
7. Payments. Payments will be as follows:
 - No interest and principal payments for the first 12 months following the date of closing.
 - Interest only payments begin 12 months following the date of closing for 6 months (months 12-18)




- Principal and interest payments will commence on the eighteenth month after closing.
- 8. Late Charge. A late charge not to exceed 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. A third mortgage on the real estate of 1603 S. 81 St., 16**S. 82 St. and 16** S. 81 St. West Allis, WI subordinated only to the security interest of Citizen's Bank and Wisconsin Business Development Corporation.
 - B. A General Business Security Agreement on the assets of FOMO LLC. subordinate only to the security interest of Citizen's Bank and Wisconsin Business Development Corporation.
 - C. An Unlimited Personal Guarantee from Ryan M. Oschmann, Kurt Fogle, Laurie Oschmann and Andrew Meinen.
- 10. Loan Processing Fee. A non-refundable fee of Six-hundred seventy-three dollars and seventy five cents (\$673.75) to be paid upon acceptance and delivery of this Commitment. (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
- 11. Maturity Date. This loan shall mature in December 31, 2024.
- 12. Closing Date. The loan shall close on or before November 15, 2019.
- 13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
- 14. Duns Number. Borrower must provide a Duns number as proof of application by closing and provide a federal identification number to the City.
- 15. Job Creation/Retention. Borrower agrees to the following:

To create seven (7) full-time equivalent permanent positions over the next two (2) years of which at least fifty-one percent (51%) to be held by low-to-moderate income persons. A Beneficiary Reporting form is attached as Attachment A, that must be completed by all new hires.
- 16. General Conditions. All of the terms and conditions contained in the attached "General Conditions" (Exhibit No. 1) for economic development loans and "Federal Requirements" (Attachment B) are incorporated into this Commitment.
- 17. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the applicant receives approval for the \$67,375.00 loan from Citizen's State Bank 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 December 21, 2019, along with the non-refundable loan processing fee and the written guarantee of the loan by Ryan Oshmann. If not so accepted, the City shall have no further obligation hereunder.



CITY OF WEST ALLIS

Date: 11-7-19

By: 
John F. Stibal, Director
Department of Development

ACCEPTANCE

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

**FOMO LLC.,
d/b/a The Lapham**

Date: _____

By: _____
Ryan Oschmann, Managing Partner

Received Acceptance and Loan Processing Fee:

By: _____
Patrick Schloss, Manager
Community Development

Date: _____

Attachments

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CITY OF WEST ALLIS

Date: _____

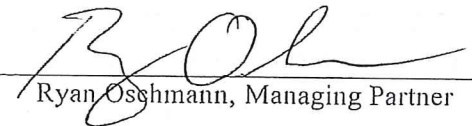
By: _____
John F. Stibal, Director
Department of Development

ACCEPTANCE

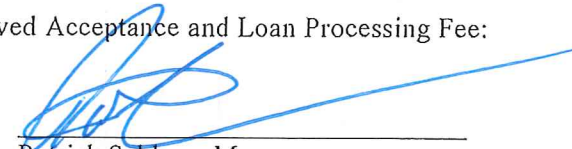
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Ryan Osshmann, Managing Partner

Received Acceptance and Loan Processing Fee:

By: 
Patrick Schloss, Manager
Community Development

Date: 11/11/19

Attachments

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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 MUST 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 MUST mark one) Hispanic Non-Hispanic

Family Size and Income Levels (2018): (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	16,250	18,600	20,900	25,100	29,420	33,740	38,060	42,380
Low	27,100	30,950	34,800	38,650	41,750	44,850	47,950	51,050
Moderate	43,300	49,500	55,700	61,850	66,800	71,750	76,700	81,650
Non-Low/Moderate	43,301+	49,501+	55,701+	61,851+	66,801+	71,751+	76,701+	81,651+

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.

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 |

ATTACHMENT "B" TO GENERAL CONDITIONS
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWERS: FOMO, LLC dba The Lapham

COMMITMENT: November 1, 2019

LOAN AMOUNT: \$67,375

This Loan is funded with Federal Community Development Block Grant 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

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.

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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.

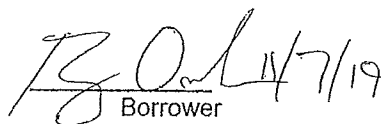
XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the Borrowers will agree that any such work will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