

**CAPITAL CATALYST GRANT AGREEMENT  
BETWEEN  
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION  
AND  
CITY OF WEST ALLIS**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin statutes, and City of West Allis (“Recipient”), located at 7525 West Greenfield Avenue, West Allis, Wisconsin. Certain capitalized terms used herein are defined in Section 1 of this Agreement.

**WITNESSETH**

**WHEREAS**, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Capital Catalyst Program;

**WHEREAS**, the Recipient’s Application states the Recipient plans to capitalize and manage an Investment Seed Fund to make Awards to high-growth startups and emerging growth companies in Wisconsin;

**WHEREAS**, WEDC has determined the Recipient is an eligible recipient of Capital Catalyst Funds; and

**WHEREAS**, in reliance upon the Recipient’s Application, WEDC has approved the Recipient for up to Three Hundred Thousand Dollars (\$300,000) in Capital Catalyst Funds.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of Capital Catalyst Funds.

(c) “Award” means the grants and loans the Recipient makes to Eligible Businesses in accordance with the Application and the terms of this Agreement.

(d) “Capital Catalyst Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Capital Catalyst Program in accordance with this Agreement.

(e) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(f) “Eligible Business” means high-growth startups and emerging growth companies that are located in or will locate in Wisconsin, and that meet the requirements of the Recipient’s investment strategy.

(g) “Eligible Project Costs” means costs for which Capital Catalyst Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(h) “Investment Seed Fund” means the Recipient’s fund or program, funded with Capital Catalyst Funds and Matching Funds, through which the Recipient make Awards to Eligible Businesses.

(i) “Leverage” means all funding provided for the Project other than Capital Catalyst Funds, including Matching Funds.

(j) “Matching Funds” means non-WEDC funds secured by the Recipient to meet WEDC’s minimum 1:1 match requirement of the Capital Catalyst Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and the Project End Date. In order to receive the full amount of Capital Catalyst Funds contemplated under this Agreement, Matching Funds must be at least, Three Hundred Thousand Dollars (\$300,000).

(k) “Program Guidelines” means the WEDC approved rules and eligibility requirements for the Capital Catalyst Program in force as of the Effective Date.

(l) “Project” means the Recipient offering grants and loans to West Allis entrepreneurs and small businesses, in accordance with the Recipient’s Application and the terms of this Agreement.

(m) “Project End Date” means October 31, 2024, the date by which the Project will be complete and the last day which the Recipient may incur costs against the Capital Catalyst Funds and Matching Funds.

(n) “Project Start Date” means July 17, 2023, the date on which the Project begins and the Recipient may start incurring costs against the Capital Catalyst Funds and Matching Funds.

(o) “Recipient” means City of West Allis.

(p) WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

**2. Capital Catalyst Funds.** Subject to the terms and conditions set forth in this Agreement, Program Guidelines and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Three Hundred Thousand Dollars (\$300,000) in Capital Catalyst Funds.

**3. Recipient's Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use Capital Catalyst Funds and Matching Funds for Eligible Project Costs incurred between the Project Start Date and Project End Date, as outlined in the following Budget:

USES		SOURCES			TOTAL
Budget Code	Eligible Project Costs	Capital Catalyst Funds	Private Funds	Public Funds	
0411	Awards to Eligible Businesses	\$300,000	\$50,000	\$250,000	\$600,000

(i) Eligible Project Costs to be applied to Capital Catalyst Funds and Matching Funds include specifically providing Awards to Eligible Businesses.

(c) Secure Matching Funds from non-WEDC sources sufficient to achieve a 1:1 match requirement of the Capital Catalyst Funds under this Agreement. In order for the Recipient to receive the full amount of Capital Catalyst Funds contemplated under this Agreement, Matching Funds must be at least, Three Hundred Thousand Dollars (\$300,000).

(d) Operate the Investment Seed Fund consistent with the Application.

(e) Use any returns on Awards capitalized by the Investment Seed Fund for additional Awards to Eligible Businesses, and/or distribution to WEDC and the Recipient in proportion to the Matching Funds, and/or other purposes approved by WEDC.

(f) Not make Awards from the Capital Catalyst Funds or Matching Funds that support expenses related to the relocation of a business between communities in Wisconsin.

(g) At WEDC's request, provide occasional assistance and counsel to communities and organizations receiving similar WEDC funding in order to drive a statewide initiative of entrepreneurial support.

(h) Establish a segregated account to receive and hold the Investment Seed Fund.

(i) Provide reports to WEDC as further described in Section 6 of this Agreement, in such form as required by WEDC, including survey results of Eligible Businesses' employment, salaries, capital leverage and revenue on a periodic basis after receiving the Award.

**4. Release of Funds.** WEDC will release the Capital Catalyst Funds contemplated by this Agreement on a disbursement basis. The Recipient may request Capital Catalyst Funds in One (1) or more disbursement and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment in such form as may be required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient creating a Bill.com account unless the Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under

separate cover. The Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Awards made to Eligible Businesses incurred against both the Capital Catalyst Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the Capital Catalyst Funds being requested.

(d) The Recipient submitting to WEDC documentation evidencing the Awards made to Eligible Businesses incurred against the Capital Catalyst Funds Funds and Matching Funds covered by this request, including the following information for each Award:

- (i) Eligible Business name and contact information;
- (ii) Description of the Eligible Business;
- (iii) Amount of Award; and,
- (iv) Date of Award.

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all Capital Catalyst Funds no later than December 31, 2024.

**5. Reporting.** The Recipient shall provide reports to WEDC according to the following requirements:

(a) Quarterly performance reports, due according to the Schedule of Reporting set forth in Section 5(c) below, in such form as required by WEDC. The report must include the following:

- (i) Bank statement, including a transaction history for the period, for the account holding the Investment Seed Fund.
- (ii) A statement detailing any changes to the investment strategy, investment committee, fund management, application process/criteria, or funding strategy/selection criteria made since the Recipient's previous reporting period, as well as information detailing the amount and use of any returns on investments and/or loan repayments, if applicable.
- (iii) A completed "Capital Catalyst – Business Reporting – Quarterly" form, for each Eligible Business that received an Award from the Investment Seed Fund during the period covered by the quarterly report.

(b) Annual performance reports, due according to the Schedule of Reporting set forth in Section 5(c) below, in such form as required by WEDC. The report must include aggregate ownership demographics of the businesses assisted and information required by WEDC to determine Project performance which will include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Pass-Through Businesses Assisted (Financial)	7
Pass-Through Job Creation	7
Pass-Through Leverage Total	\$0
Leverage - Total	\$300,000

\*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(c) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
July 17, 2023-September 30, 2023	Quarterly Report	January 1, 2024
October 1, 2023-December 31, 2023	Quarterly Report	March 1, 2024
January 1, 2024-March 31, 2024	Quarterly Report	June 1, 2024
April 1, 2024-June 30, 2024	Quarterly Report	September 1, 2024
July 17, 2023-June 30, 2024	Annual Report	September 1, 2024
July 1, 2024-September 30, 2024	Quarterly Report	December 1, 2024
October 1, 2024-December 31, 2024	Quarterly Report	March 1, 2025
January 1, 2025-March 31, 2025	Quarterly Report	June 1, 2025
April 1, 2025-June 30, 2025	Quarterly Report	September 1, 2025
July 1, 2024-June 30, 2025	Annual Report	September 1, 2025
July 1, 2025-June 30, 2026	Annual Report	September 1, 2026
July 1, 2026-June 30, 2027	Annual Report	September 1, 2027
July 1, 2027-June 30, 2028	Annual Report	September 1, 2028

(g) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient’s Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

**6. Schedule of Expenditures.** Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient’s fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract.

The Recipient must make available for inspection the documents supporting the schedule of expenditures.

**7. Event of Default.** The occurrence of any one or more of the following events constitute an “Event of Default” for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

**8. Remedies in Event of Default.**

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period will in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys’ fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the Capital Catalyst Funds.

(b) These amounts must be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold the remaining disbursements of the Capital Catalyst Funds.

**9. Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and will survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

**10. Wisconsin Public Records Law.** The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

### **11. Additional Requirements.**

(a) Project and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records must be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide financial and project records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials must be retained by the Recipient for a period of at least Three (3) years after September 1, 2028.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and



ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under its specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal, Document Delivery, and Bill.com. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

**12. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – WILL BE GOVERNED BY, AND MUST BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.**

**14. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, will be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

**15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.**

**16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.**

**17. Severability.** If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability will not invalidate the entire Agreement. Instead, this Agreement will be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment will be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

**18. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

**19. Captions.** The captions in this Agreement are for convenience of reference only and will not define or limit any of the terms and conditions set forth herein.

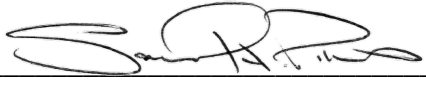
**20. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement will operate as a waiver, nor will any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

**21. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By:  \_\_\_\_\_ 11/16/2023  
~~Melissa L. Hughes, Secretary and CEO~~ Samuel H. Ridders, Deputy Secretary & COO Date

**CITY OF WEST ALLIS**

By:  \_\_\_\_\_ 11/13/2023  
Patrick Schloss, Executive Director Date

Notices to the Recipient hereunder must be in writing and will be deemed to have been given: (i) at the time it is sent, as recorded by WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214  
Attn: Kali Decker  
Email: kdecke@westalliswi.gov

Notices to WEDC hereunder must be in writing and will be deemed to have been given: (i) at the time it is sent, as recorded by Recipient's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development Corporation  
Division of Credit & Risk  
P.O. Box 1687  
Madison, WI 53701  
Attn: Capital Catalyst Program  
Contract # CC FY24-53691  
Email: legal@wedc.org

**EXHIBIT A  
REQUEST FOR WEDC PAYMENT**

Award Number: CC FY24-53691		Rep:	Recipient: City of West Allis
FEIN #	Bill.com Payment Network ID (PNI):		Request Number:
Program: Capital Catalyst			Award Type: Grant
Funding Period Covered by this Request From: _____ To: _____			

**PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)**

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0411	Awards to Eligible Businesses					
<b>TOTAL:</b>						

- Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

**PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION** - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- The Recipient creating a Bill.com account unless the Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. The Recipient shall provide their Payment Network ID to WEDC with each request for payment. \_\_\_\_\_
- The Recipient submitting to WEDC a summary report of the Awards made to Eligible Businesses incurred against both the Capital Catalyst Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the Capital Catalyst Funds being requested. \_\_\_\_\_
- The Recipient submitting to WEDC documentation evidencing the Awards made to Eligible Businesses incurred against the Capital Catalyst Funds Funds and Matching Funds covered by this request, including the following information for each Award: Eligible Business name and contact information; Description of the Eligible Business; Amount of Award; and, Date of Award. \_\_\_\_\_
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. \_\_\_\_\_
- The Recipient requesting all Capital Catalyst Funds no later than December 31, 2024. \_\_\_\_\_

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

\_\_\_\_\_  
**Authorized Recipient Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
WEDC Division VP or Designee

\_\_\_\_\_  
Date

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WEDC Servicing

-----  
Date

-----  
WEDC Controller or Finance Department

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Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:  
[disbursements@wedc.org](mailto:disbursements@wedc.org). The hard copy may be required to be sent upon request.