



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

February 19, 2020

Mr. Thomas E. Wachowiacz
West Allis Community Child Care, LLC
6682 W. Greenfield Avenue
West Allis, WI 53214

Dear Mr. Wachowiacz

Pursuant to your application and information provided by you representing West Allis Community Child Care, LLC, the Common Council of the City of West Allis ("City") hereby agrees to make a loan in the amount of \$113,000 per the following specific terms and conditions:

1. Borrower. The Borrower shall be West Allis Community Child Care, LLC with business office at 6682 W. Greenfield Avenue, West Allis, WI 53214.
2. Guarantor. Unlimited Personal Guarantee from Thomas E. Wachowiacz.
3. Project. Loan proceeds are to be used for the purpose business expansion within space at 6682 W. Greenfield Avenue.
4. Loan Amount. The loan amount shall not exceed One Hundred Thirteen Thousand Dollars (\$113,000). Disbursement of the aggregate principal will be at loan closing. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on the basis of a 360-day year.) The interest rate shall be six percent (6.00%) per annum. 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 a five year loan.
7. Payments. The loan will have full principal and interest payments on the first month following closing. Payments are due on the first day of each month commencing with the calendar month following disbursement of loan proceeds.
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 general security business agreement over the assets of West Allis Community Child Care, LLC
 - B. A subordinate mortgage on the residence of Thomas E. Wachowiacz.
 - C. Unlimited Personal Guaranty of Thomas E. Wachowiacz.
 - D. Life Insurance in the amount of the Note on Thomas E. Wachowiacz with the beneficiary named as the City.



10. Loan Processing Fee. A non-refundable 1% fee of the loan amount in the amount of One Thousand One Hundred Thirty Dollars (\$1,130.00) 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 on 60th month following closing.
12. Closing Date. The loan shall close on or before March 31, 2020.
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 retain 43 positions and report the addition of any new jobs over the term of the loan. Job growth will be reported on an agreed to and reasonable format between parties.
16. Insurance. Proof of hazard insurance on the business equipment and residence listing the City of West Allis as an additional insured.

(Signatures on Next Page)



CITY OF WEST ALLIS

Date: _____

By: _____
Patrick Schloss, Acting Director
Department of Development

ACCEPTANCE

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

**WEST ALLIS COMMUNITY
CHILD CARE, LLC**

Date: _____

By: _____
Thomas E. Wachowiacz

Received Acceptance and Loan Processing Fee:

By: _____
Shaun Mueller, Community and
Economic Development Coordinator

Date: _____