



CITY OF MENOMONIE

COUNCIL MEETING

CITY COUNCIL CHAMBERS

7:00 PM

Monday – August 19, 2024



City of Menomonie
800 Wilson Ave
1st Floor

AGENDA

Pledge of Allegiance

1. Roll Call & Special Recognitions

2. Approval of Minutes

3. Public Hearings - None

4. Public Comments

5. Unfinished Business

- a. Traffic Pattern Changes in the 300 Block of Main Street (between 3rd Street East and 4th Street East) – discussion and possible action.

6. New Business

- a. Award 1431 Knapp Street Demolition Contract - discussion and possible action.
- b. Approve 2024 and 2025 Goose Hunt on City Property – discussion and possible action.
- c. Update on Executive Director of Economic Development position – discussion only.
- d. Lead service line inventory survey – discussion only.
- e. Proposed Development Agreement with Cedar Corporation for redevelopment at 604 Wilson Avenue in TID #19 – discussion and possible action.
- f. Special Event Permits – discussion and possible action:
 - i. Menomonie High School Homecoming Parade on September 20, 2024.
 - ii. UW-Stout Soapbox Derby on Wilson Avenue West on October 21, 2024.

7. Budget Transfers

8. Mayor's Report

9. Communications and Miscellaneous Business

- a. Next City Council meeting will be Tuesday, September 3rd, 2024 due to Labor Day.

10. Claims

11. Licenses

- a. Consideration of "Class C" Wine License application for Hive & Hollow, LLC, located at 222 Main Street E. – discussion and possible action.
- b. Consideration of "Class A" Liquor, License application for NIL9 Menomonie Enterprises, LLC, located at 1408 9th Street E. (Dick's Fresh Market) – discussion and possible action.
- c. Consideration of Class "A" Beer License application for NIL9 Menomonie Enterprises, LLC, located at 1408 9th Street E. (Dick's Fresh Market) – discussion and possible action.
- d. Normal license list – discussion and possible action.

12. Adjourn

"PUBLIC ACCESS"

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City Council Agenda

Staff Comments

Monday – August 19, 2024



5. Unfinished Business

- A. Staff will provide information on possible Traffic Pattern Changes in the 300 Block of Main Street (between 3rd Street East and 4th Street East) made possible by a proposed jurisdictional transfer to relocate STH 29 off of Main Street between Broadway Street and 4th Street East. WisDOT needs the City Council's approval of one of three Traffic Pattern Changes prior to commencing design of their proposed 2029 resurfacing project. City Staff respectfully requests City Council consideration of the following motion, with the desired Case inserted into the blank. The appropriate motion would be **Approve the Traffic Pattern Change shown in Case _____ for the 300 Block of Main Street (3rd Street East to 4th Street East)** (simple majority vote).

6. New Business

- A. Bids were requested for the demolition of the single-family home at 1431 Knapp Street. Four (4) bids were received with the lowest bid being \$18,869 from T&R Recycling. The bid includes the tear down and hauling of all debris from the property and filling the basement. If the City Council concurs with awarding the bid to T&R Recycling, the appropriate motion would be **Award the 1431 Knapp Street Demolition contract to T&R Recycling, LLC at a cost of \$18,869** (roll call vote).
- B. Enclosed is a request to approve Goose Hunts in 2024 and 2025 at Wakanda Park, Wolske Bay Park, Lakeside Park, Point Comfort Park and at the Airport. Public Works and Police Department staff will be at the meeting to review the proposed hunt and answer Council questions as needed. If the City Council concurs, the appropriate motion would be **Approve 2024-2025 Goose Hunts by Menomonie Police Department in Wakanda Park, Wolske Bay Park, Lakeside Park, Point Comfort Park and at the Airport, as presented** (simple majority).

- C. Included in the packet is the resume for the newly hired Executive Director of Economic Development position. Administration will be available to answer any Council questions regarding this position and the partnership. This item is for discussion only. No action is required.
- D. The Environmental Protection Agency has mandated that community water systems prepare a lead service line inventory. To supplement the City's existing records, the City will issue a Lead Service Line Inventory Survey as part of the Environmental Newsletter. The City has no history of high lead and copper in its drinking water. Public Works and Water Department staff will be at the meeting to review the proposed survey and answer Council questions as needed. This item is for discussion only. No action is required.
- E. Cedar Corporation has requested Tax Incremental Financing for the redevelopment 604 Wilson Avenue, which is in TID #19. A proposed agreement is attached. Under the proposed agreement, the City would provide up to \$400,000 in tax incremental financing from TID #19. The financing would be entirely Pay-As-You-Go ("PAYGO") wherein Cedar Corporation would receive a portion of the actual tax revenue back each year for up to 10 years. The percentage would start at 85% and gradually reduce to 50%. This sort of PAYGO framework provides the Developer with an incentive to redevelop the property with limited risk to the City. If the Developer is unable to create increased value on the property, no tax increment would be created and no reimbursement would occur. Administration will be available to answer any Council questions regarding the proposed agreement. If the City Council concurs with the proposed development agreement, the appropriate motion would be ***Approve the Development Agreement with Cedar Corporation for the redevelopment of 604 Wilson Avenue in TID #19 as presented contingent upon final City Attorney Review*** (roll call vote).
- F. City Administration seeks approval of special event permits for Menomonie High School Homecoming on September 20, 2024, and UW-Stout Soap Box Derby on October 21, 2024. If the City Council concurs with the special events, the appropriate motion would be ***Approve the Special Event permits for Menomonie High School Homecoming Parade on September 20, 2024, and the UW-Stout Soap Box Derby on October 21, 2024 as presented, contingent upon receiving certificates of insurance*** (simple majority vote).

7. Budget Transfers

No budget transfers have been identified at this time. If any budget transfers are identified, they will be distributed prior to the meeting.

9. Communications

The next City Council meeting will be held on **Tuesday, September 3rd, 2024** due to Labor Day.

10. Claims

Claims list is enclosed in the packet. If the City Council concurs, the appropriate motion would be **Approve the claims list, as presented** (roll call vote).

If any additional claims are identified, a revised claims list will be distributed prior to the meeting. In that case, the appropriate motion would be **Approve the revised claims list, as presented** (roll call vote).

11. Licenses

- A. Hive & Hollow, LLC has requested "Class C" Wine license for 222 Main Street East. It is anticipated that Hive & Hollow, LLC representatives will be at the meeting to answer Council questions relating to the enclosed license application and supporting information. If the City Council concurs, the appropriate motion would be **Approve the issuance of a "Class C" Wine License to Hive & Hollow, LLC located at 222 Main Street East.** (simple majority).
- B. NIL9 Menomonie Enterprises, LLC has requested a "Class A" Liquor license for 1408 9th Street East (Dick's Fresh Market). The existing license holder (Menomonie Stout Foods, LLC) has submitted a request to surrender their existing licenses contingent upon approval of this license. It is anticipated that NIL9 Menomonie Enterprises, LLC representatives will be at the meeting to answer Council questions relating to the enclosed license application. If the City Council concurs, the appropriate motion would be **to Approve the issuance of a "Class A" Liquor License to NIL9 Menomonie Enterprises, LLC, located at 1408 9th Street East** (simple majority).
- C. NIL9 Menomonie Enterprises, LLC has requested a Class "A" Beer license for 1408 9th Street East (Dick's Fresh Market). The existing license holder (Menomonie Stout Foods, LLC) has submitted a request to surrender their existing licenses contingent upon approval of this license. It is anticipated that NIL9 Menomonie Enterprises, LLC representatives will be at the meeting to answer Council questions relating to the enclosed license application. If the City Council concurs, the appropriate motion would be to **Approve the issuance of a "Class A" Beer License to NIL9 Menomonie Enterprises, LLC, located at 1408 9th Street East** (simple majority).
- D. Normal license list is enclosed in the packet. If the City Council concurs, the appropriate motion would be **Approve the normal license list, as presented** (simple majority).

If any additional normal licenses are identified, a revised normal license list will be distributed prior to the meeting. In that case, the appropriate motion would be **Approve the revised normal license list, as presented** (simple majority).

OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on, August 5, 2024, and was called to order by Mayor Knaack at 7:00 p.m. in the City Council Chambers. The following members were present: Crowe, Sutherland, Yonko, McCullough, Schwebs, Gentz, Solberg, Schlough, Erdman and Sommerfeld. Luther was absent.

MOTION made by Erdman, seconded by Schlough, and carried unanimously to approve the minutes of the July 15, 2024 council meeting.

PUBLIC HEARING – None

PUBLIC COMMENTS – Becca Schoenborn and Jeremiah Gerdin, representatives of the Downtown Menomonie Board, spoke in support of agenda item 6 (f). Justin Utpadel, of UW-Stout, spoke in support of agenda item 6 (a). Sam Zurn, Todd Johnson, and Matt Green wrote letters in support of agenda item 5 (a).

MOTION to ADOPT Ordinance 2024-11 to Repeal and Recreate Title 6, Chapter 1, Section 12 All-Terrain and Utility Terrain Vehicle Usage with an effective date of October 1, 2024 was made by Schlough, seconded by Sommerfeld, and carried. Ayes (8): Crowe, Sutherland, Yonko, Schwebs, Gentz, Solberg, Schlough, and Sommerfeld. Noes (2): McCullough and Erdman.

MOTION was made by Crowe, seconded by Sutherland, and carried unanimously to Approve the Letter of Intent to Lease with UW-Stout for a portion of the Leisure Services Center as presented, Direct City Staff to negotiate the Lease Agreement with UW-Stout, and Authorize the Mayor to sign said Lease Agreement.

MOTION was made by McCullough, seconded by Crowe, and carried unanimously on roll call vote to Accept the Proposal from Public Administration Associates of Whitewater, WI for consulting services to conduct a Fire Department staffing analysis as a total cost not to exceed \$24,960, using ARPA funds.

MOTION was made by Schlough, seconded by Erdman, and carried unanimously on roll call vote to Accept the Proposal from BKV Group for consulting services to conduct a Police Department space needs study at a total cost not to exceed \$12,450, using ARPA funds.

MOTION was made by Solberg, seconded by Crowe, and carried unanimously on roll call vote to Award the contract to Monarch Paving for the Bongey Drive Resurfacing Project at a cost of \$105,698.30, contingent upon proof of bonding and insurance.

MOTION was made by Schwebs, seconded by Erdman, and carried unanimously on roll call vote to Accept the 2025 Clean Sweep Hazardous Waste grant award and direct City Staff to sign a grant agreement.

MOTION was made by Erdman, seconded by Gentz, and carried unanimously to Approve the Special Event permit for Music on Main on August 9, 2024 (amended), and the UW-Stout Homecoming Parade on October 26, 2024 as presented, contingent upon receiving certificates of insurance.

BUDGET TRANSFERS – Motion made by Schwebs, seconded by Yonko, and carried unanimously on roll call vote to approve the Finance Department internal budget transfer request in the amount of \$400 to support training on the City's new ERP software package.

MAYOR'S REPORT – Mayor Knaack reported that he met with some UW-Stout students from the English Communications class and gave them a tour of some local businesses and City Hall.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – McCullough reported the she and the Mayor attended the 150th anniversary of the Menomonie Public Library. Yonko reported that the UW-Stout LAKES REU program will have poster presentations at the Raw Deal on August 8 from 5:00pm-7:00pm. Public Works Director, David Schofield reported that the City will be doing some chip sealing of roads on the area centered south of the high school and some other areas in north Menomonie. Kaitlin Ingle reported that the Menomin Meander will be taking place at the Dunn County Fairgrounds on August 10 at 9am. City Administrator, Eric Atkinson reported that the City is going to be budgeting for and examining current zoning ordinances to consider accessory dwelling units and other housing options to make housing more accessible for residents and to encourage development within the City.

CLAIMS - MOTION was made by Solberg, seconded by Sommerfeld, and carried unanimously on roll call vote to approve payment of the following claims:

August 5, 2024 Claims

Bremer Credit Card	\$10,243.33
Carrio Aquatic	\$548.44
Colfax Messenger Employee	\$1,410.32
Farrell Equipment	\$70.35
Haas	\$377.93
Manpower	\$573.48
Melstrom Inspections Uline	\$2,496.04
Weld Riley	\$2,380.00
Wisconsin Kenworth Wooley	\$124.80
Xcel	\$10,305.00
Total	\$30,179.34

2024 Parking Utility Claims

Airtec Sports	\$364.94
Auto Value	\$7.99
Parking Total	\$372.93

LICENSES – MOTION was made by Erdman, seconded by Crowe, and carried to approve the following licenses:

LICENSES – August 5, 2024

LICENSE YEAR – 2024-2025 (expires June 30th, 2025)

MOBILE FOOD ESTABLISHMENT:

Gordo's Tacos & Burritos, LLC, N3566 S County Rd P, Elmwood, WI 54740

Vallartaco, LLC, N10925 State Rd 79, Boyceville, WI 54725

Asia Mart, LLC, 1309 Broadway St N

MOBILE HOME PARK:

Laurel Hague, Wilson Mobile Estates, 3003/3014 Wilson St.

SOLID WASTE COLLECTION:

GFL Environmental, Inc., 1706 Midway Rd

MOTION to adjourn was made by Gentz, seconded by Crowe, and carried unanimously.



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext. 1020
dschofield@menomonie-wi.gov

TO: Mayor Knaack and City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Possible Traffic Pattern Changes in the 300 Block of Main Street East
DATE: August 19, 2024 City Council Meeting.

City Staff have been in discussions with WisDOT regarding a possible “jurisdictional transfer” to relocate STH 29 off of Main Street and onto 6th Avenue East. This transfer would allow the City more flexibility on how to utilize Main Street between Broadway Street and 4th Street East as it would no longer be a state highway. These changes would be made no earlier than 2029.

In the 300 Block of Main Street East (between 3rd Street East and 4th Street East), City Staff have identified three (3) possible traffic pattern changes:

- **Case 0** – Main Street would remain a two-way roadway in the 300 Block. Signs would be posted to direct trucks to use Crescent Street and 6th Avenue East.
- **Case 1** – Main Street would be converted to an eastbound one-way road in the 300 Block. Westbound traffic would utilize Crescent Street and 6th Avenue East. Parking stalls count on Main Street would remain the same, with parallel parking on both sides of the eastbound one-way road. Alternatively, converting the parking on the north side of the roadway to 45 degree angle parking would add 4 parking stalls but would prevent the addition of pedestrian areas.
- **Case 2** – Main Street would be converted to a pedestrian mall in the 300 Block. All traffic would utilize Crescent Street and 6th Avenue East. The parking stall count on Main Street would be reduced by 18.

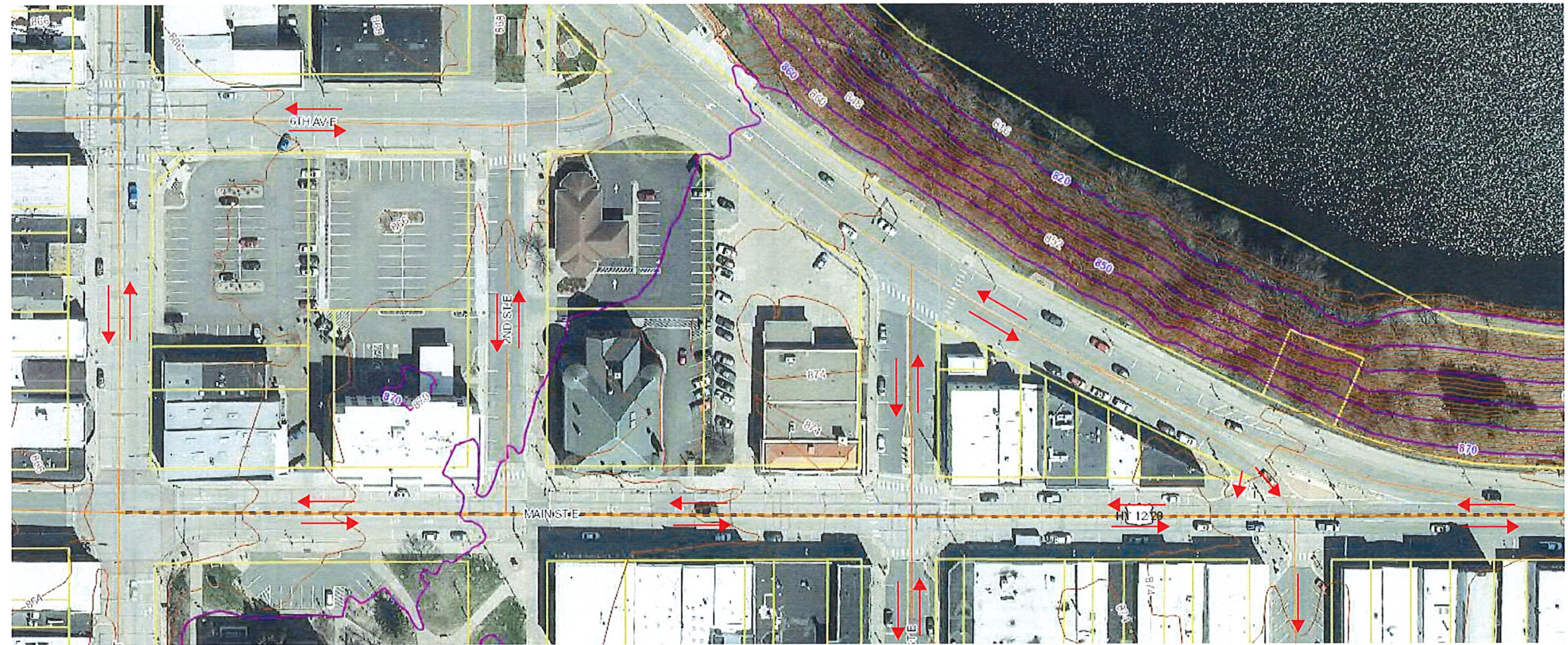
I have attached concept sketches of Case 0, Case 1 and Case 2.

This information was presented at the City Council meeting on July 15 and the Downtown Menomonie board meeting on July 17. I have spoken directly with several property owners. This information was mailed to property and business owners in the 300 Block of Main Street on August 9 and they were invited to provide public comment at the City Council meeting or share their opinion prior to the meeting. Comments received thus far have generally been supportive of Case 0 and Case 1. Case 2 has elicited only negative feedback.

City Staff respectfully requests City Council consideration of the following motion, with the desired Case inserted into the blank. The appropriate motion would be **Approve the Traffic Pattern Change shown in Case _____ for the 300 Block of Main Street (3rd Street East to 4th Street East)** (simple majority vote).

MAIN STREET CONCEPTS

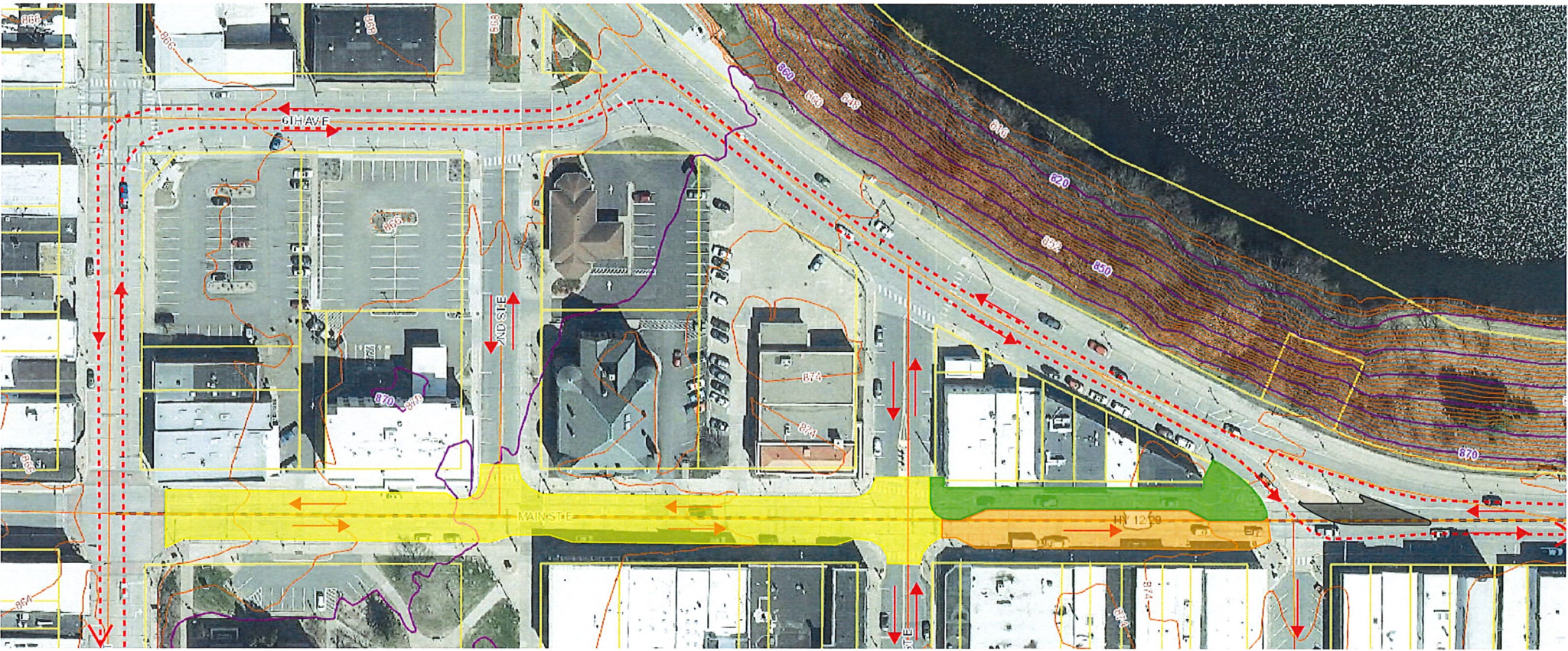
11/17/23 DAS



CASE 0: EXISTING CONDITIONS (NO BUILD)

MAIN STREET CONCEPTS

11/17/23 DAS

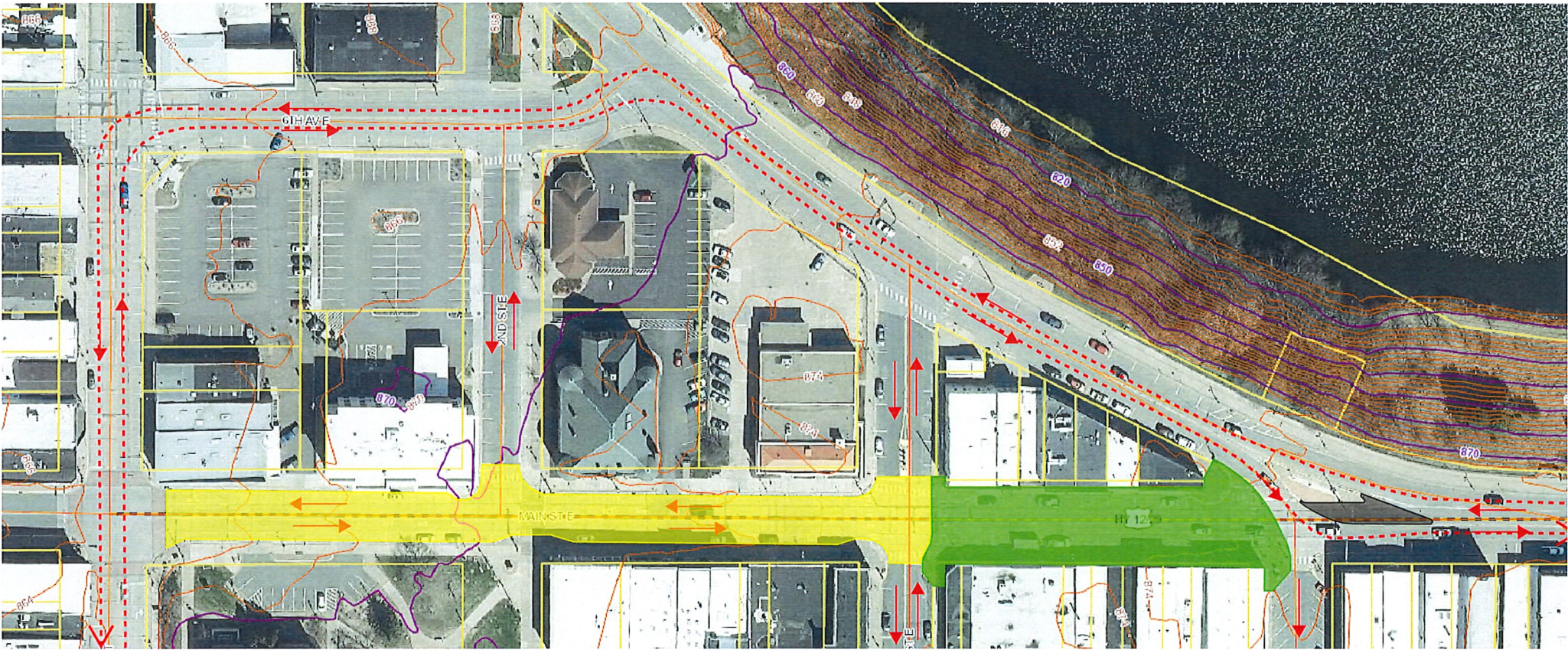


CASE 1: ONE BLOCK ONE-WAY




- Truck Route
- No Trucks (by Enforcement)
- One-Way (Eastbound)
- New Pedestrian Plaza

MAIN STREET CONCEPTS

11/17/23 DAS



CASE 2: ONE BLOCK PEDESTRIAN MALL

-  Truck Route
-  No Trucks (by Enforcement)
-  New Pedestrian Plaza



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Award 1431 Knapp Street Demolition Contract
DATE: August 19, 2024 City Council Meeting

In December 2023, responding to a resident complaint, City Staff inspected the single family home located at 1431 Knapp Street and found it to be dilapidated, out of repair and unfit for human habitation. The City issued a Notice and Order to Repair or Raze and Remove Building on February 8, 2024. The Order gave the property owner 90 days to either repair or raze the building. The property owner did not comply with the Order. The City requested a Raze Order from the Circuit Court on May 21, 2024. A hearing was held on July 3, 2024. The Raze Order was issued on July 9, 2024 (see attached).

City Staff solicited bids for the demolition of 1431 Knapp Street. Four (4) bids were received, ranging from \$18,869 to \$37,066.50 as shown below. The low bidder was T&R Recycling of Chippewa Falls Wisconsin. T&R Recycling recently demolished two buildings at the Mayo Red Cedar campus. City Staff recommends awarding the Demolition of 1431 Knapp Street to T&R Recycling, LLC.

Demolition of 1431 Knapp Street Bid Tabulation August 7, 2024		
Firm	Location	Quote
T&R Recycling, LLC	Chippewa Falls, WI	\$ 18,869.00
DKS Construction Construction Services, Inc.	Menomonie, WI	\$ 29,445.00
WS Trucking and Construction, LLC	Caledonia, MN	\$ 35,700.00
Haas Sons, Inc.	Thorp, WI	\$ 37,066.50

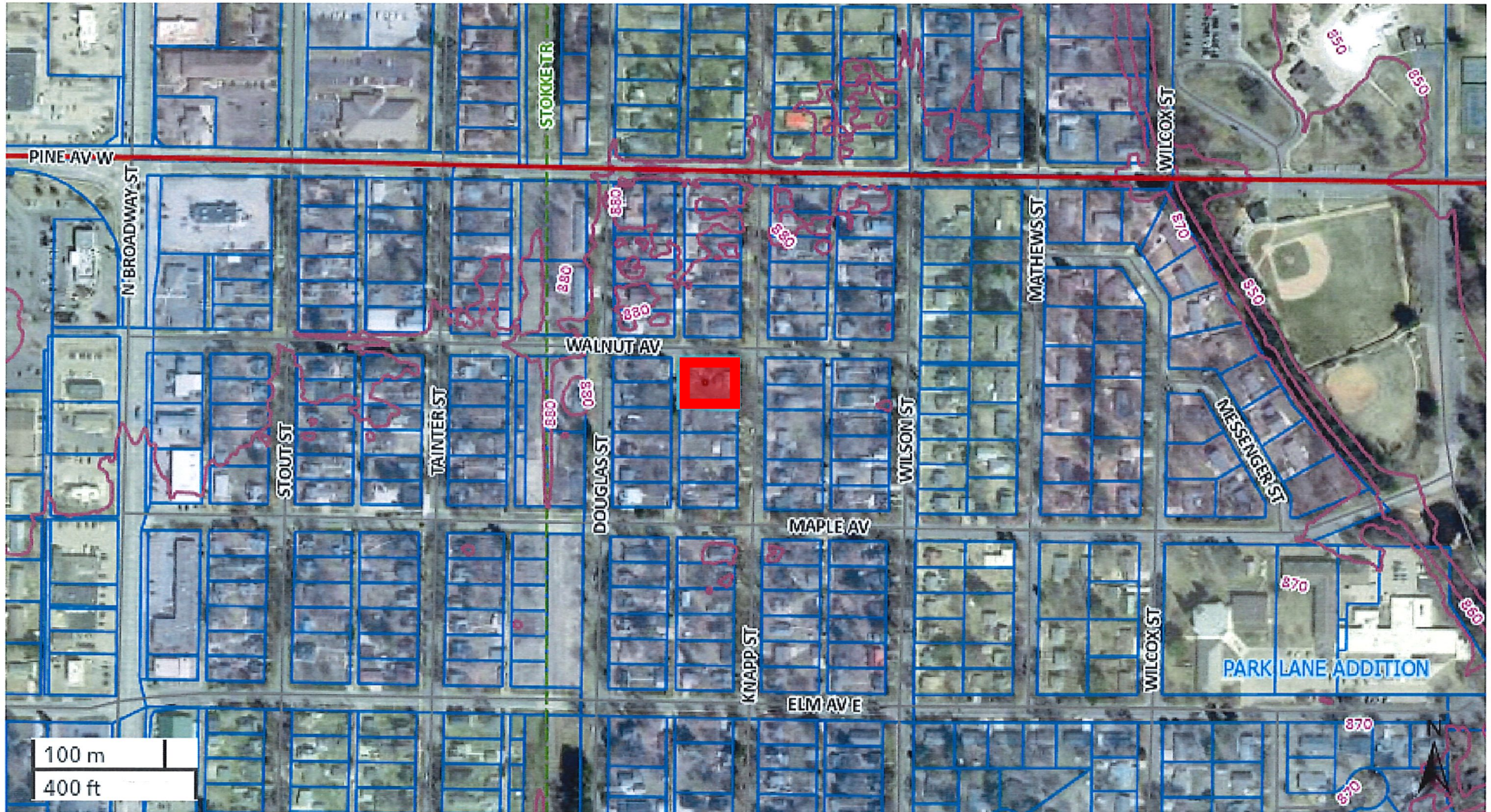
If the City Council concurs, the appropriate motion would be ***Award the 1431 Knapp Street Demolition contract to T&R Recycling, LLC at a cost of \$18,869*** (roll call vote).

Attachments:

- Location Map
- Raze Order

1431 Knapp Street

Created by: DAS



Date created: 5/1/2024

Last Data Uploaded: 5/1/2024 3:10:23 AM

Developed by



DATE SIGNED: July 9, 2024

Electronically signed by Christina M. Mayer
Circuit Court Judge

STATE OF WISCONSIN
CIRCUIT COURT
DUNN COUNTY

City of Menomonie,

Plaintiff,

v.

Case No. 24-CV-109

Katherine L. Colvin,

Defendant.

RAZE ORDER

IT IS HEREBY ORDERED, based upon the fact that Defendant Katherine L. Colvin has not completed repairs to the building located at 1431 Knapp Street NE, Menomonie, Wisconsin 54751 which is the subject of this action, that the City of Menomonie may proceed with razing the building anytime after August 15, 2024.

IT IS HEREBY FURTHER ORDERED that Defendant Colvin shall remove any personal property from the structure by August 1, 2024 and should do so by contacting the Menomonie Building Inspector to make arrangements for that removal. Any personal property not removed by August 1, 2024 may be disposed of by the City during the process of razing the structure.



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: 2024-2025 Goose Hunts
DATE: August 19, 2024 City Council Meeting

There are a considerable number of geese that regularly congregate in Wakanda Park, Wolske Bay Park, Lakeside Park, Point Comfort Park and at the Airport. In the parks, goose droppings are unsightly and unsanitary. At the airport, they are a hazard to aviation.

To reduce the goose population in these areas, City Staff proposes for the Police Department to conduct goose hunts in the above-mentioned parks on select dates between September 1 and December 16 in 2024 and 2025.

For the safety of everyone but the geese, the following procedures would be followed:

- All hunting will be in accordance with Wisconsin Department of Natural Resources Early Goose and Northern Goose Zone Season regulations.
- Dispatch will be notified of all hunting operations.
- Door hangars will be used to notify on all homes or businesses, if any, within 500 feet of an active hunt area at least 24 hours in advance.
- Menomonie School District will be notified at least 24 hours in advance of any hunting in Wakanda Park on school days.
- Barricades will be placed on all entrances to the active hunt area except at the Airport where the lands are controlled by the Airport Manager.
- Menomonie Police Department officers will be the only individuals discharging firearms.
- All firearms will be discharged in the direction of Lake Menomin at the parks or inward at the Airport.
- All goose carcasses will be removed.

If the City Council concurs, the appropriate motion would be **Approve 2024-2025 Goose Hunts by Menomonie Police Department in Wakanda Park, Wolske Bay Park, Lakeside Park, Point Comfort Park and at the Airport as presented** (simple majority).

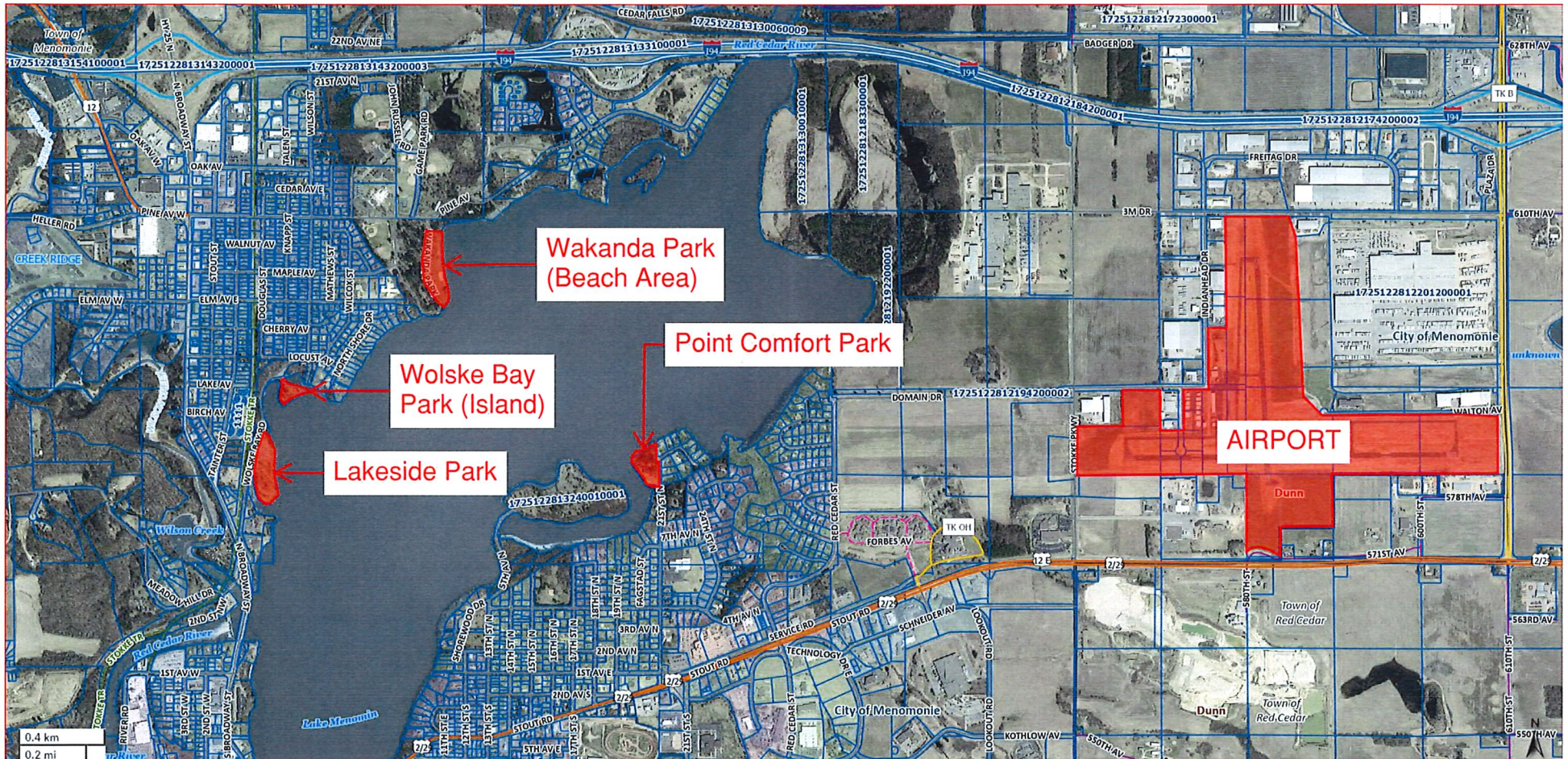
Attachments:

- Location Map

2024-2025 Goose Hunt

Created by: DAS

Locations



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes. This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user

Date created: 8/13/2024

Last Data Uploaded: 8/13/2024 3:28:22 AM

Developed by





City of Menomonie
Eric M. Atkinson

City Administrator
800 Wilson Avenue
Menomonie, WI 54751
715232-2221
atkinsone@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: Administrator Atkinson
SUBJECT: Executive Director of Economic Development Update
DATE: August 11, 2024
ATT: Adam Accola Résumé

In 2024, the City of Menomonie, Greater Menomonie Development Corporation, Dunn County Economic Development Corporation, and UW-Stout. The hiring and screening process began this spring. Adam Accola was hired this August to fulfill the role. He is currently onboarding as a state employee at UW-Stout. Once he completes that process, he will meet with the various shareholders who serve on the oversight board to ascertain the goals and expectations of the consortium. He will then meet with the governing bodies this Fall to introduce himself and discuss his vision for economic development in Menomonie and Dunn County.

ADAM ACCOLA

(715) 579.7894

adamaccola@gmail.com

Eau Claire, WI

EDUCATION

**University of Wisconsin-
Eau Claire, 2011-2016**

- Bachelor of Science
- Music (Voice) Major
- Spanish in the Health Professions, Latin American Studies Minors

**University of Wisconsin-
Madison Continuing
Education, 2024**

- Project Management Essentials

REFERENCES

Elaine Coughlin
**Director of Entrepreneurship
& Investment- Pablo Group**
715.497.3212
elaine@pablo.com

Becca Coleman
**Community Development
Manager- Miron Construction**
715.497.6059
beccajean.coleman@gmail.com

Harlie Juedes
**Interim Director- Small
Business Development Center**
715.450.9780
juedeshj@uwec.edu

EXPERIENCE

**Ongoing Initiatives, The Coven Eau Claire
September 2019-present**

- Organizing team lead for 1 Million Cups Eau Claire- an entrepreneurial meetup for startups <5 years in business.
- Lead organizer for FuN Eau Claire- a networking event centered around normalizing professional failure.
- Point of Contact for VentureHome Eau Claire within The Coven.
- Coach and mentor for the UW-Extension EITP- working with system-impacted entrepreneurs in training.

**Front of House Assistan Manager &
Marketing Manager (Interim)
Pablo Center at the Confluence
February 2019-June 2019**

- Streamlined workflow and enhanced customer experience through the development and implementation of standardized processes and offerings.
- Successfully managed over 60 staff for more than 230 productions during the inaugural season.
- Maintained social media calendar, promotional partnerships, and graphic design for posters, programs, and other promotional materials.
- Managed two interns.

ADAM ACCOLA

(715) 579.7894

adamaccola@gmail.com

Eau Claire, WI

ABOUT ME

Community-driven leader with expertise in fostering entrepreneurial connections and inclusivity through strategic engagement and program expansion. Skilled in event coordination, sponsorship acquisition, and partnership development within diverse ecosystems.

SKILLS

- Public Speaking
- Event Coordination
- Community Engagement
- Strategic Collaboration
- Program Development
- Cross-Cultural Communication
- Public Presentation
- Project Management

EXPERIENCE

Community Manager, The Coven January 2022 - Present

- Acted as a main connection point within the local entrepreneurial ecosystem offering 1:1 support to entrepreneurs in the idea phase, connecting them to existing resources and partners.
- Established partnerships with underserved community organizations, acting as a connecting point for underrepresented entrepreneurs and fostering a more inclusive statewide ecosystem.
- Strategically executed marketing efforts during a physical relocation, resulting in a 100% increase in membership and revenue.
- Orchestrated operational enhancements and a successful franchise transition to better serve our lean staff and diverse members.
- Coached more than a dozen entrepreneurs on pitch competitions for capital or in-kind services.

Programming Administrator, CoLab September 2019-January 2022

- Led the expansion of Startup Eau Claire Week, increasing event attendance by 150% over two years.
- Engaged three additional communities (including Menomonie) to expand the event and successfully rebrand as Startup Chippewa Valley Week.
- Tripled sponsorship dollars, securing vital financial backing for program success and ensuring sustainability for future initiatives.



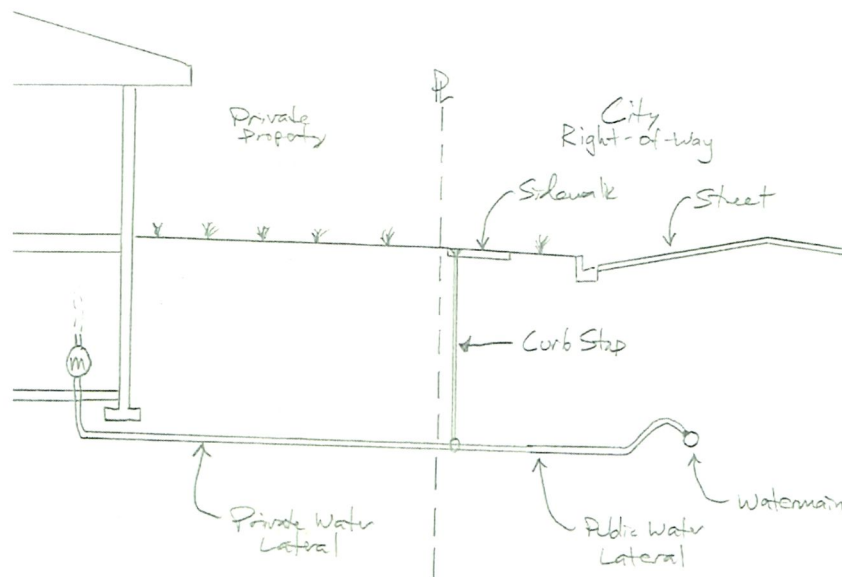
City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Lead Service Line Inventory Survey
DATE: August 19, 2024 City Council Meeting

The Environmental Protection Agency has mandated that community water systems prepare a lead service line inventory.

This inventory includes both the public water lateral (i.e. that portion of the water lateral between the water main and the property line) **AND** the private water lateral (i.e. between the property line and the house or business).



In order to supplement the City's existing records, the City will be issuing a Lead Service Line Inventory Survey with the annual Environmental Newsletter. Residents can scan the QR code and fill out the short survey directly on their phone. They may alternatively fill out a paper survey. A copy of the survey is attached.

The City regularly tests for lead and copper in our drinking water. A copy of the 2023 and 2020 test results are attached.

No action is needed on this item.



MENOMONIE WATER SERVICE LINE INVENTORY PROJECT



*****Response Requested*****

The Environmental Protection Agency (EPA) has created new requirements to **investigate the pipe materials of water service lines within every community nationwide**. In Wisconsin, the Department of Natural Resources (DNR) is administering this program with local municipalities. The City needs your help in identifying water service line materials.

Please complete the self-assessment survey using the QR Code below or return the completed form on the reverse side of this notice to City Hall. Additional forms are available at City Hall Public Works office. The City must identify 100% of all service lines as required by the EPA. If you are not connected to the City water system, you do not need to complete the survey.

What do you need to do?

1. Locate your water service line in the lower level of your home or crawl space.
2. **Scan the QR code below, visit www.menomonie-wi.gov/water to fill out the online survey or fill out a paper survey, available in the back of this document or at City Hall.**
3. If you can't locate your service line or need assistance in identifying the pipe material, please contact us at 715-232-2395. A Water Department employee will come to your residence at no charge and assist in identifying your service line material.

Please complete the online survey or return a completed form to the City Hall Public Works office no later than October 4th. The City will be conducting door-to-door inspections if we do not receive your survey response.

Thank you for your assistance with this important project.

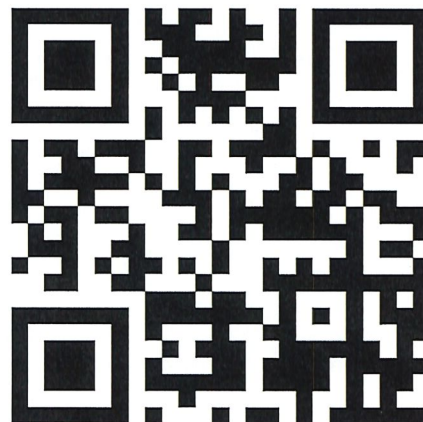
Informational Resources:

- Environmental Protection Agency: <https://www.epa.gov/lead>
- WI Dept. of Natural Resources:
<https://dnr.wisconsin.gov/topic/DrinkingWater/LSLInventoryRequirements.html>
- Wisconsin Department of Health Services: <https://www.dhs.wisconsin.gov/lead/index.htm>

Project Contact

Jeremy Hoyt | Water
Superintendent
jhoyt@menomonie-wi.gov
715-232-2395

Menomonie City Hall
800 Wilson Avenue
Menomonie, WI 54751



City of Menomonie Water Service Line Inventory Survey


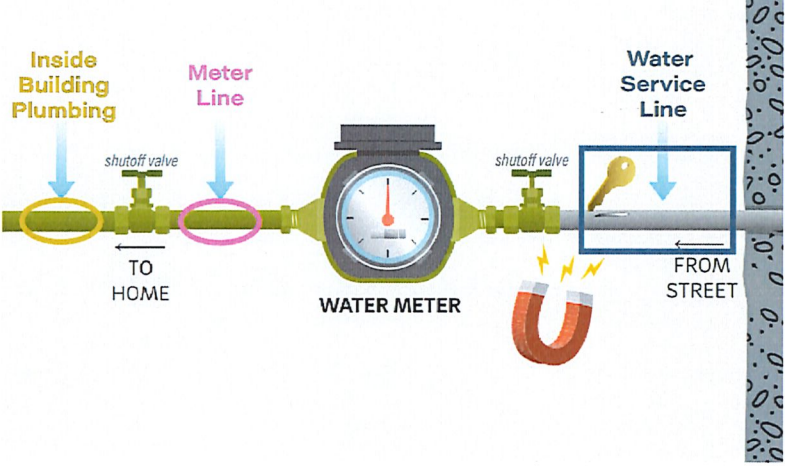




This survey will assist the City of Menomonie, WI in completing its water service line inventory required by the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions.

Address: _____

Property Owner Name or Representative: _____

Email Address: _____ Phone: _____

The water meter is most commonly located in the basement utility room of residential properties. We need to verify the pipe material on **both sides of the meter** (Water Service Line and Meter Line). The Water Service Line is the section of pipe from the wall/floor to the meter. The Meter Line is directly after the meter. Place a check mark in **each column** corresponding to the material type on each side of the Water Meter (see photo below).

Material Description	Meter Line Material	Water Service Line Material	
Copper-Non-magnetic, color of a copper penny 	<input type="checkbox"/>	<input type="checkbox"/>	
Ductile Iron-Magnetic, black bumpy metal pipe usually 3-inch or larger 	<input type="checkbox"/>	<input type="checkbox"/>	
Galvanized-Magnetic, dull gray color 	<input type="checkbox"/>	<input type="checkbox"/>	
Lead-Non-magnetic, silver-gray color that easily scratches with a coin 	<input type="checkbox"/>	<input type="checkbox"/>	
Plastic-Non-magnetic, blue or black rigid pipe 	<input type="checkbox"/>	<input type="checkbox"/>	
			Additional Comments: _____ _____ _____ _____ _____

Return the completed form and a picture of your service to the City Hall Public Works office or email to jhoyt@menomonie-wi.gov with your address in the subject heading. Thank you!

**City of Menomonie
Lead & Copper Sample Results**

Sample Date	Sample ID	Sample Group	Source ID	Site ID	Type	# Samples	Lead Result	Units	Copper Result	Units
9/13/2023	CB11273-02	Lead and copper	(none)	D-94	Compliance	1	0	UG/L	150	UG/L
9/12/2023	CB11273-01	Lead and copper	(none)	D-85	Compliance	1	2.2	UG/L	300	UG/L
8/25/2023	CB10242-04	Lead and copper	(none)	D-103	Compliance	1	0	UG/L	72	UG/L
8/24/2023	CB10341-12	Lead and copper	(none)	D-108	Compliance	1	0	UG/L	15	UG/L
8/24/2023	CB10341-13	Lead and copper	(none)	D-96	Compliance	1	0	UG/L	5.3	UG/L
8/24/2023	CB10341-11	Lead and copper	(none)	D-88	Compliance	1	0	UG/L	140	UG/L
8/23/2023	CB10341-07	Lead and copper	(none)	D-107	Compliance	1	0	UG/L	87	UG/L
8/23/2023	CB10242-07	Lead and copper	(none)	D-100	Compliance	1	0	UG/L	45	UG/L
8/23/2023	CB10242-03	Lead and copper	(none)	D-95	Compliance	1	0	UG/L	29	UG/L
8/23/2023	CB10242-10	Lead and copper	(none)	D-93	Compliance	1	0	UG/L	16	UG/L
8/23/2023	CB10242-01	Lead and copper	(none)	D-83	Compliance	1	0	UG/L	190	UG/L
8/23/2023	CB10242-05	Lead and copper	(none)	D-47	Compliance	1	0	UG/L	29	UG/L
8/23/2023	CB10242-08	Lead and copper	(none)	D-50	Compliance	1	0.39	UG/L	150	UG/L
8/23/2023	CB10242-09	Lead and copper	(none)	D-49	Compliance	1	0	UG/L	260	UG/L
8/23/2023	CB10341-05	Lead and copper	(none)	D-92	Compliance	1	0	UG/L	45	UG/L
8/23/2023	CB10242-06	Lead and copper	(none)	D-105	Compliance	1	0.88	UG/L	81	UG/L
8/23/2023	CB10341-04	Lead and copper	(none)	D-98	Compliance	1	0	UG/L	27	UG/L
8/23/2023	CB10341-06	Lead and copper	(none)	D-91	Compliance	1	0	UG/L	28	UG/L
8/23/2023	CB10341-10	Lead and copper	(none)	D-51	Compliance	1	0	UG/L	90	UG/L
8/23/2023	CB10242-11	Lead and copper	(none)	D-104	Compliance	1	0	UG/L	14	UG/L
8/23/2023	CB10242-13	Lead and copper	(none)	D-82	Compliance	1	0	UG/L	86	UG/L
8/23/2023	CB10341-03	Lead and copper	(none)	D-90	Compliance	1	3.3	UG/L	93	UG/L
8/23/2023	CB10341-02	Lead and copper	(none)	D-42	Compliance	1	0	UG/L	47	UG/L
8/23/2023	CB10341-08	Lead and copper	(none)	D-30	Compliance	1	0	UG/L	61	UG/L
8/23/2023	CB10242-15	Lead and copper	(none)	D-43	Compliance	1	0	UG/L	60	UG/L
8/23/2023	CB10242-14	Lead and copper	(none)	D-102	Compliance	1	0	UG/L	36	UG/L
8/23/2023	CB10242-02	Lead and copper	(none)	D-87	Compliance	1	0	UG/L	97	UG/L
8/23/2023	CB10242-12	Lead and copper	(none)	D-101	Compliance	1	0	UG/L	15	UG/L
8/23/2023	CB10341-09	Lead and copper	(none)	D-89	Compliance	1	3.8	UG/L	290	UG/L
8/22/2023	CB10341-01	Lead and copper	(none)	D-99	Compliance	1	1.3	UG/L	45	UG/L
8/20/2020	1209139	Lead and copper	(none)	D-47	Compliance	1	0.3	UG/L	54	UG/L
8/20/2020	1209133	Lead and copper	(none)	D-93	Compliance	1	0.21	UG/L	120	UG/L
8/20/2020	1209132	Lead and copper	(none)	D-87	Compliance	1	0.31	UG/L	86	UG/L
8/19/2020	1209136	Lead and copper	(none)	D-83	Compliance	1	0.56	UG/L	130	UG/L
8/19/2020	1209137	Lead and copper	(none)	D-102	Compliance	1	0.33	UG/L	41	UG/L
8/19/2020	1209138	Lead and copper	(none)	D-86	Compliance	1	1.9	UG/L	21	UG/L
8/19/2020	1209140	Lead and copper	(none)	D-108	Compliance	1	0.18	UG/L	8.4	UG/L
8/19/2020	1209141	Lead and copper	(none)	D-30	Compliance	1	0.21	UG/L	83	UG/L
8/19/2020	1209142	Lead and copper	(none)	D-98	Compliance	1	0.57	UG/L	100	UG/L
8/19/2020	1209135	Lead and copper	(none)	D-51	Compliance	1	0.16	UG/L	63	UG/L
8/19/2020	1209134	Lead and copper	(none)	D-88	Compliance	1	0.52	UG/L	180	UG/L
8/19/2020	1209160	Lead and copper	(none)	D-105	Compliance	1	2.1	UG/L	150	UG/L
8/19/2020	1209131	Lead and copper	(none)	D-97	Compliance	1	0.39	UG/L	26	UG/L
8/19/2020	1209159	Lead and copper	(none)	D-82	Compliance	1	0.96	UG/L	70	UG/L
8/19/2020	1209158	Lead and copper	(none)	D-95	Compliance	1	0.31	UG/L	40	UG/L
8/19/2020	1209156	Lead and copper	(none)	D-103	Compliance	1	0.55	UG/L	72	UG/L
8/19/2020	1209144	Lead and copper	(none)	D-92	Compliance	1	0.44	UG/L	34	UG/L
8/19/2020	1209145	Lead and copper	(none)	D-94	Compliance	1	0.66	UG/L	55	UG/L
8/19/2020	1209147	Lead and copper	(none)	D-100	Compliance	1	0.14	UG/L	11	UG/L
8/19/2020	1209148	Lead and copper	(none)	D-91	Compliance	1	0.25	UG/L	55	UG/L
8/19/2020	1209149	Lead and copper	(none)	D-90	Compliance	1	1.4	UG/L	56	UG/L
8/19/2020	1209150	Lead and copper	(none)	D-107	Compliance	1	0.41	UG/L	66	UG/L
8/19/2020	1209151	Lead and copper	(none)	D-78	Compliance	1	0.56	UG/L	97	UG/L
8/19/2020	1209155	Lead and copper	(none)	D-101	Compliance	1	0.31	UG/L	46	UG/L
8/19/2020	1209152	Lead and copper	(none)	D-49	Compliance	1	0.045	UG/L	180	UG/L
8/19/2020	1209153	Lead and copper	(none)	D-85	Compliance	1	3.9	UG/L	300	UG/L
8/18/2020	1209146	Lead and copper	(none)	D-99	Compliance	1	0.43	UG/L	87	UG/L
8/18/2020	1209157	Lead and copper	(none)	D-50	Compliance	1	1.7	UG/L	81	UG/L
8/18/2020	1209154	Lead and copper	(none)	D-104	Compliance	1	0.43	UG/L	4.2	UG/L
8/18/2020	1209143	Lead and copper	(none)	D-89	Compliance	1	4.4	UG/L	220	UG/L



City of Menomonee
Eric Atkinson

City Administrator
800 Wilson Avenue
Menomonee, WI 54751
715 232-2221 Ext.1001
atkinsone@menomonee-wi.gov

TO: Mayor Knaack & City Council
FROM: Eric Atkinson, City Administrator
SUBJECT: Development Agreement with Cedar Corporation
DATE: August 19, 2024 City Council Meeting

Cedar Corporation has proposed to redevelop the property at 604 Wilson Avenue. In order to assist with the redevelopment of the property, City Staff, with assistance from Atty. Ludeman, have negotiated the attached Development Agreement with Cedar Corporation.

Under the Agreement:

- Cedar Corporation redevelop the property at their own cost with the goal of increasing the assessed value of the property from the current base value.
- Cedar Corporation would pay property taxes on both the base value and the increased value, if any, each year.
- The City would capture the tax increment from the increased value on the property, if any, in TID #19 each year.
- The City would reimburse Cedar Corporation for a percentage of the tax increment collected each year, if any, up to a total of \$400,000 from TID #19.
 - Revenue Years 1, 2, 3, 4 and 5 = 85%,
 - Revenue Year 6 = 75%,
 - Revenue Year 7 = 65%,
 - Revenue Year 8 = 55%,
 - Revenue Years 9 and 10 = 50%,
 - Revenue Year 11 and all subsequent revenue years = 0%.

This sort of “Pay-As-You-Go” or “PAYGO” framework provides the Developer with an incentive to redevelop the property with limited risk to the City. If the Developer is unable to create increased value on the property, no tax increment would be created and no reimbursement would occur.

If the City Council concurs with this Development Agreement, the appropriate motion would be ***Approve the Development Agreement with Cedar Corporation for the redevelopment of 604 Wilson Avenue in TID #19 as presented contingent upon final City Attorney Review*** (roll call vote).

Attachments:

- Development Agreement

TAX INCREMENTAL FINANCING DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL FINANCING DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into this ___ day of _____, 2024 (the “*Effective Date*”), by and among the City of Menomonie, a Wisconsin municipal corporation (the “*City*”), and Cedar Corporation, a Wisconsin corporation (“*Project Owner*”).

RECITALS

WHEREAS, Project Owner is the current owner of the property described on **Exhibit A** (the “*Development Property*”); and

WHEREAS, the Development Property is a parcel identified for redevelopment that Project Owner intends to develop into a corporate headquarters (the “*Project*”); and

WHEREAS, the Project shall include the following exterior TID-eligible private improvements including demolition, site grading, storm sewer, concrete curb and gutter, concrete sidewalk, asphalt pavement, fencing, trash enclosure, and landscaping (the “*Private Improvements*”); and

WHEREAS, the Project shall include certain public improvements including sanitary sewer lateral, water lateral, sidewalks, driveway aprons, landscaping and restoration within public rights-of-way including Wilson Avenue, 6th Street East and 7th Street East (collectively the “*Public Improvements*”).

WHEREAS, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105 (the “*TIF Law*”), the City and the Joint Review Board for the City of Menomonie created Tax Increment District No. 19 (the “*TID*”) have adopted a Tax Increment Project Plan for the TID (the “*Project Plan*”), which includes the Development Property, to finance certain costs and grants to induce development within the TID; and

WHEREAS, to achieve the objectives in the Project Plan the City has determined that providing tax increment financing to the Project will achieve the following public interests:

- (i) To expand the municipal tax base;
- (ii) To provide assistance for blight elimination, community development, redevelopment and urban renewal; and
- (iii) To provide assistance through financing certain costs and grants to encourage such redevelopment; and

WHEREAS, the parties find it appropriate to enter into this Agreement to set forth certain

obligations and understandings among the City and Project Owner; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration the receipt of which the parties hereby acknowledge, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 Definitions. In this Agreement, unless a different meaning clearly appears from the context:

a. "Available Tax Increment" means the actual cash flow received by the City from the tax increment generated by the Development Property from the Project pursuant to the TIF Law.

b. "City Administrative Costs" means all costs, including engineering, legal, planning, and financial consultant costs, incurred by the City relating to: the administration of the TID related to the Project; the drafting and negotiation of this Agreement and other agreements relating to the Project or the Development Property; and other costs incurred by the City in connection with the Development Property or the Project.

c. "Eligible Development Costs" means the Development Costs identified in **Exhibit B** for payment from the Available Tax Increment.

1.2 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A	Legal Description of the Development Property
Exhibit B	Eligible Development Costs
Exhibit C	Development Plans and Specifications
Exhibit D	Projected Tax Increment

1.3 Rules of Interpretation.

a. This Agreement and the other agreements executed by the parties in connection with the Development Property shall be interpreted in accordance with and governed by the laws of the State of Wisconsin.

b. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

c. References herein to a particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

d. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

e. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which can be given effect without the conflicting provisions, and to this end the provision of this Agreement are declared to be severable.

ARTICLE II DEVELOPMENT INCENTIVES

2.1 Provision of Tax Increment Financing Assistance. In order to induce Project Owner to undertake development within the TID and complete the Project, the City agrees to make available financial assistance to Project Owner in an aggregate amount of up to \$400,000.00 for Eligible Development Costs. The actual amount of financial assistance will be determined based upon the assessed value of the Development Property upon completion of the Project. The financial assistance shall not be available to Project Owner until: (i) final occupancy for the building is issued for the Project by the City's Chief Building Inspector; (ii) the Development Property has reached the Minimum Value as provided in Section 2.2, below; (iii) successful completion of public improvements; and (iv) the Project has been completed and the Available Tax Increment has been calculated as provided in Section 3.5, below.. The City shall have the right to audit the Eligible Development Costs and promptly confirm the Eligible Development Costs are consistent with the projections provided by Project Owner on or about the date hereof. The tax increment projections are attached and incorporated herein as **Exhibit D**. In the event the Eligible Development Costs are materially less than projected, the City reserves the right to reduce the financial assistance available to Project Owner.

Project Owner's Covenant to Develop. Subject to the satisfaction of the conditions set forth in Article II, Project Owner shall use reasonable efforts to cause the completion of the Project substantially in accordance with the plans and specifications, attached or referenced in **Exhibit C**, which plans and specifications have been reviewed and approved by the City. The plans and specifications shall include certain required Sustainability Improvements. Based on their understanding of this Project, the City anticipates that Project Owner shall construct improvements to the Development Property from the Project that will provide an assessed value of the Development Property when construction is completed of not less than \$2,500,000 (the "*Minimum Value*").

2.2 Payment of Incentives. Subject to the limitations hereinafter set forth, in order to encourage Project Owner to construct the Project in the City, the City will provide Project Owner

payments, beginning the year after: (i) final occupancy for the building is issued for the Project by the City's Chief Building Inspector; (ii) the Development Property has reached the Minimum Value; (iii) successful completion of public improvements; and (iv) the Project has been completed and the Available Tax Increment has been calculated as provided in Section 3.5, below, totaling the maximum amount of \$400,000.00 (the "**Maximum TIF**") payable annually in installments calculated as a percentage of Available Tax Increment in each year until the maximum amount is reached or ten (10) Revenue Years have elapsed, whichever comes first. The percentages shall be as follows Revenue Year 1=85%, Revenue Year 2=85%, Revenue Year 3=85%, Revenue Year 4=85%, Revenue Year 5=85%, Revenue Year 6=75%, Revenue Year 7=65%, Revenue Year 8=55%, Revenue Year 9=50%, Revenue Year 10=50%, Revenue Year 11 and all subsequent revenue years=0%. Such payment to be made on or before October 15, provided that Project Owner has paid the full amount of property taxes due on the Project for the prior year on or before January 31. Payments of the Available Tax Increment, shall commence on October 15 of the year following completion of the Project, and shall continue on each subsequent October 15 (the "**Payment Date**") until the later of (i) the Maximum TIF has been paid to Project Owner; or (ii) the closure of the TID in accordance with the TIF Law. The amount of the Available Tax Increment shall be calculated by the City's municipal advisor. (For example, the Project Owner receives a tax bill in December of 2027 and pays their full tax bill by January 31, 2028. The City shall pay the percentage of Available Tax Increment as described above on or before October 15, 2028.)

2.3 Performance Subject to Required Government Approvals and Government Action. Project Owner acknowledges that the various undertakings of the City described herein may require approval of the City's Common Council, and its Plan Commission. The City's and Project Owner's agreements under this Agreement are conditioned upon obtaining all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, it agrees to use its best good faith efforts to obtain them on a timely basis.

ARTICLE III CONSTRUCTION

3.1 Construction Plans. Prior to initiating construction, Project Owner shall submit to the City the plans, specifications, drawings and related documents (the "**Construction Plans**") on the construction work to be performed with respect to the Project, which shall be approved in accordance with the City's Code of Ordinances, including: (a) approvals by the City Zoning and Planning Officials; and (b) shall include at least the following: (i) site plan; (ii) foundation plan; (iii) floor plan for each floor; (iv) cross sections of the building (length and width) and elevations (all sides); (v) landscape plan; and (vi) a narrative description of exterior building materials.

3.2 Commencement of Construction. Project Owner shall commence construction: (a) by October 31, 2024, or (b) on such other date as the parties shall mutually agree in writing,

unless delayed by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualty, flood, economic crisis, global health pandemics, or acts of God unless such date is extended by the City. For the purposes of any provisions of the Agreement, a Party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, “Force Majeure” means any event that (a) renders it impossible for the affected party to perform its obligations under this Agreement, (b) is beyond the reasonable control of the affected Party, (c) is not caused by the intentional misconduct or recklessness of the affected Party, and (d) cannot be avoided by the exercise of due diligence by the affected Party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (a) through (d) of the foregoing definition, Force Majeure shall include, without limitation: (i) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (ii) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (iii) an epidemic or pandemic; (iv) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (v) fires, (vi) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (vii) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (viii) the inability of any of the Parties hereto, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such Party’s compliance with its obligations under this Agreement; (ix) transport accidents, whether they be maritime, rail, land or air; (x) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct or recklessness of the party claiming Force Majeure); and (xi) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement. Notwithstanding the foregoing, Force Majeure shall not be a basis to excuse or delay payments owed under this Agreement. (“*Force Majeure*”).

3.3 Construction.

a. During the construction and installation of the Public Improvements, the City may retain the services of an engineering firm of their choice to observe the installation of the public improvements which expenses shall be paid in full by the Project Owner.

b. Project Owner shall, not less than seven (7) calendar days prior to any commencement of work on the Public Improvements, furnish the City Director of Public Works with the names of all contractors that will construct the Public Improvements and their subcontractors; the classification of the work the contractors and subcontractors will perform; proposed dates for commencement of work; and a schedule for the work.

c. Project Owner agrees that no construction work shall be initiated for the Public Improvements without the City Director of Public Works' approval of the starting date and schedule in writing. No work shall commence on the Development Property until all parties have signed this Agreement, all Exhibits have been attached, and an approved letter of credit and insurance certificate (as provided herein) is on file with the City. All Public Improvements within the Project shall be completed no later than December 31, 2025. In the event Project Owner does not meet the deadline as set forth above, the City may, at its option and sole discretion, complete all Public Improvements, and specially assess those costs to the applicable landowners per City policy, utilizing a five (5) year payment schedule.

d. Project Owner agrees to conduct a preconstruction conference prior to any construction activity, including grading work. The City Director of Public Works and representatives of the City will attend this conference. Project Owner will be responsible for scheduling and conducting this conference.

e. The City shall inspect the Public Improvements as they are completed and, if the same are acceptable to the City staff and/or the engineer hired by the City for this Project, shall certify, such Public Improvements as being in compliance with the specifications of this Agreement. Such inspection and certification, if appropriate, will occur within seven (7) days of written notice by Project Owner that Project Owner desires to have the City inspect a Public Improvement. Certification by the City does not constitute a waiver by the City of the right to draw funds under the letter of credit on account of defects in or failure of any Public Improvement that is detected or which occurs following such certification.

f. Project Owner further agrees that the Public Improvements will not be accepted by the City until all of the following have occurred as to each Public Improvement for which Project Owner seeks acceptance by the City:

- i. The Public Improvements have all been completed and have been inspected and approved by the City; and
- ii. As-builts in AutoCAD digital format and hard copy, as applicable, have been submitted to the City and reviewed and approved by the City.

Public Improvements, upon meeting the specifications of this Agreement, shall be submitted for the City's Common Council approval no later than thirty (30) days from the request of Project Owner to so dedicate.

g. Project Owner shall provide affidavits and/or lien waivers to the City indicating that the contractor, all subcontractors, and all suppliers of materials for the work have been paid in full for all work and materials furnished under this Agreement. These affidavits and/or lien waivers are to be provided at least fourteen (14) days before the City will consider any reduction of the letter of credit, as provided in Section 3.4, below.

h. At Project Owner's sole expense, Project Owner agrees to provide for maintenance and repair of all required Public Improvements until such Public Improvements are formally accepted by the City by resolution.

i. The City will provide timely written notice to Project Owner whenever an inspection reveals that a Public Improvement does not conform to the specifications shown on **Exhibit C**. Project Owner shall have thirty (30) days from the issuance of such notice to correct or substantially correct the defect. The City shall not declare a default under this Agreement during the thirty (30) day correction period on account of any such defect unless it is clear Project Owner does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

j. Project Owner shall apply for and may receive building permits prior to the completion of the Public Improvements and may proceed with building construction following receipt of all required permits as to those buildings and commencement of the Public Improvements.

k. Project Owner agrees to guarantee and warrant all work performed under this Agreement for a period of one (1) year from the date of final acceptance by the City of a Public Improvement completed by Project Owner under this Agreement against defects in workmanship or materials. If any defect should appear during the guarantee period, Project Owner agrees to make required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the Public Improvement to the specifications as set forth herein. All guarantees or warranties for materials or workmanship which extend beyond the above one-year guarantee period shall be assigned by Project Owner to the City.

l. Project Owner agrees that any lighting on the Project will be downlit/cut off lighting (horizontal).

3.4 Letter of Credit.

a. Project Owner agrees to furnish the City, on or before the preconstruction conference, with surety in the form of an irrevocable letter of credit in the minimum amount of One Hundred Twenty-five percent (125%) of the cost of the Public Improvements as determined by Project Owner and approved by the City in writing to secure performance of this Agreement. Project Owner shall provide documentation to the City which Project Owner used to make the determination of the cost of the Public Improvements. The form of each letter of credit shall be approved by the City Attorney and shall be in full force and effect prior to commencement of construction of the Public Improvements. Reductions on a letter of credit shall be made upon receipt of a written request, receipt of a warranty of workmanship and material, and affidavits and/or lien waivers to the City indicating that the contractor, all subcontractors, and all suppliers of materials for the work have been paid in full for all work and materials furnished under this

Agreement.

b. Letters of credit shall be payable to the City at any time upon presentation of:

- i. A sight draft drawn on the issuing bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement;
- ii. An affidavit executed by an authorized City official stating that the Project Owner is in default under this Agreement; and
- iii. The original of the letter of credit.

c. Upon the request of Project Owner, after the completion of any Public Improvements which have been inspected by and are satisfactory to the City, the City agrees to reduce the applicable letter of credit to an amount equal to an estimate by the City Director of Public Works to secure performance of the remainder of the yet to be completed Public Improvements and 10% of the reduced amount to ensure the guarantee described in this Agreement.

d. In lieu of a letter of credit, Project Owner may, at Project Owner's sole discretion, deposit cash in an amount equal to One Twenty Five percent (125%) of the cost of the Public Improvements as determined by Project Owner and approved by the City in writing to secure performance of this Agreement.

3.5 Calculation of Tax Increment.

a. The City has projected the tax increment for the Development Property after the Project is completed, and such projections are attached hereto as Exhibit D. Tax increment generated from the Project will likely vary from the projections based on such factors as: (i) change in Wisconsin Statutes affecting tax increment, tax levies and levy limits, real estate tax classifications and other such laws that are applicable to the calculation of the Tax Increment for the Project; (ii) failure of the owner of the Development Property to pay real estate taxes on time; and (iii) reduction in the value of the Development Property. Such changes may cause the anticipated Available Tax Increment to be less than or more than projected in any year.

b. The parties hereto understand and agree that the City will receive tax increment from the Development Property based on the City of Menomonie's assessment policy and the TIF Law. The City shall, with the assistance of the City's municipal financial advisor, calculate annually on or before September 1 of each year commencing in the year following completion of the Project, and provide to Project Owner, as soon thereafter as practical, a report showing the tax increment for the TID and the Available Tax Increment.

3.6 Insurance.

a. Project Owner shall furnish the City with certificates of insurance for the following forms of policy:

- i. Comprehensive general liability insurance or its equivalent, including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance, together with an owner's contractor's policy or its equivalent with limits against bodily injury and property damage of not less than one million dollars (\$1,000,000) for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
- ii. Worker's compensation insurance with statutory coverage according to the laws of the State of Wisconsin, to the extent Developer has any employees.

The policies of insurance or their equivalent required pursuant to clauses (i) and (ii) above shall be in form and substance reasonably satisfactory to the City Attorney and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Wisconsin.

**ARTICLE IV
RELEASE AND INDEMNIFICATION COVENANTS**

4.1 Release and Indemnification Covenants.

a. Project Owner releases from and covenants and agrees that the City and its governing body members, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the "***Indemnified Parties***") shall not be liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any loss or damage to Development Property or any injury to or death of any person resulting from any defect in the Project or the ownership of the Development Property, other than to the extent any such loss or damage is caused, in part or in whole, by the willful acts of an Indemnified Party.

b. Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, Project Owner agrees to protect and defend the Indemnified Parties now and forever and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever (including the City's reasonable attorneys' fees and costs it may incur in such proceedings) by any person or entity whatsoever arising or purportedly arising from the action or inaction by Project Owner pursuant to this Agreement.

c. Nothing in this Development Agreement shall be construed as a waiver of or limitation on any and all defenses, immunities, and limitations of liability available to the parties hereto under common law and/or statute.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF CITY

5.1 Legal Authority. The City represents and warrants to Project Owner that it has the power, authority and legal right to perform all of the covenants and obligations required to be entered into or performed by the City, as the case may be, under this Agreement, including, but not limited to, assessing the Development Property in an amount not less than that stated in Section 2.2 after the improvements referenced herein have been completed.

5.2 Validity. The City represents to Project Owner that it is empowered to execute and deliver this Agreement and any other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been and each such document at the time it is executed and delivered will be duly executed and delivered on behalf of the City. When executed and delivered to Project Owner, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

5.3 No Conflict. City represents to Project Owner that the execution and delivery of this Agreement, the consummation of the transaction contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by City will not violate any applicable statute, rule, regulation, judgment, order or decree of the state of Wisconsin or a court having jurisdiction over City or its properties.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF PROJECT OWNER

6.1. Authority. Project Owner represents and warrants that it is: (i) a duly organized corporation organized and in good standing under the laws of the State of Wisconsin; (ii) is not in violation of any provisions of its organizational documents or the laws of the State of Wisconsin; (iii) has power to enter into this Agreement and to perform its obligations hereunder; and (iv) has duly authorized the execution, delivery, and performance of this Agreement by proper corporate action.

6.2 Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any restriction of Project Owner, or any indebtedness, agreement or instrument of whatever nature to which Project Owner, is now a party or by which it is bound, or will constitute a default under any of the foregoing.

ARTICLE VII
EVENTS OF DEFAULT

7.1 Events of Default Defined. The following shall be “*Events of Default*” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more failures by a party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to:

a. Failure by Project Owner to commence and complete construction of the Project pursuant to the terms, conditions, and limitations of Sections 3.2 and 3.3.

b. Failure by Project Owner to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

c. Failure by the City to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

7.2 Remedies on Default. Whenever any Event of Default referred to in Section 7.1 of this Agreement occurs and is continuing, the non-breaching party, as specified below, may in addition to its other remedies, take any one or more of the following actions after provision of thirty (30) days’ written notice to the other party of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or if the Event of Default cannot be cured within thirty (30) days, the breaching party does not provide assurances to the non-breaching party reasonably satisfactory that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under the Agreement until it receives assurances from Project Owner, deemed adequate by the City, that Project Owner will cure its default and continue its performance under the Agreement.

b. The City may terminate this Agreement.

c. The parties hereto may take the appropriate actions, subject to the terms and conditions herein, including legal or administrative actions, which are necessary and appropriate to remedy the uncured breach of any obligation, agreement, or covenant of the non-performing party under this Agreement.

7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

7.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**ARTICLE VIII
ASSIGNMENT**

The rights, duties and obligations of Project Owner hereunder may not be assigned by said parties to a third party without the express written consent of the City.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

8.1 Binding Effect. The obligations of Project Owner and the City shall be binding on their respective successors and assigns.

8.2 No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by the City and Project Owner, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.

8.3 Notice. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered or mailed by U.S. Mail as follows:

To Project Owner:	Cedar Corporation 604 Wilson Avenue Menomonie, WI 54751 Attn: Dean Zanon, President
-------------------	--

To the City:	City of Menomonie 800 Wilson Avenue Menomonie, WI 54751 Attn: Eric Atkinson, City Administrator
--------------	--

With Copy To:	Weld Riley, S.C. P.O. Box 1030 Eau Claire, WI 54702-1030 Attn: Benjamin Ludeman
---------------	--

8.4 Recordation. The City may record a copy of this Agreement, or a memorandum thereof, in the office of the Dunn County Register of Deeds.

8.5 Compliance with Laws. The parties hereto shall comply with all federal, state and local laws with respect to the Development Property, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.

8.6 Good Faith. The parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

8.7 Attorney's Fees. In the event any party is required to enforce the terms of this Agreement through legal action, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorney's fees and expenses.

8.8 Entire Agreement. This document contains the entire agreement between the Project Owner the City with respect to the Project and the development incentives herein and it shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may be modified only by a written amendment signed by the parties.

8.9 Governing Law. The laws of the state of Wisconsin shall govern this Agreement. The venue of any actions or suits involving this Agreement shall be in the Circuit Court for Dunn County, Wisconsin.

8.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

8.11 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

8.12 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the same effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision or provisions contained invalid, inoperative or unenforceable to any extent whatever.

8.13 Construction of Agreement. Each party participated fully in the drafting of each and every party of this Agreement. This Agreement shall not be construed strictly in favor or against either party. It shall be construed simply and fairly to each party.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

CITY:

CITY OF MENOMONIE, a Wisconsin municipal corporation

By: Randy Knaack
Its: Mayor

ATTEST:

By: Catherine Martin
Its: Clerk

STATE OF WISCONSIN

COUNTY OF DUNN

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared Mayor Randy Knaack and City Clerk Catherine Martin, of the City of Menomonie, a Wisconsin municipal corporation, and that said instrument was signed on behalf of the City of Menomonie by the authority of the City Council of the City of Menomonie voluntarily and for its stated purpose.

Notary Public

PROJECT OWNER:

CEDAR CORPORATION, a Wisconsin Corporation

By: Dean Zanon
Its: President

STATE OF WISCONSIN

COUNTY OF _____

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared Dean Zanon, the President of Cedar Corporation.

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of CSM 5036 recorded in Volume 26, Page 16 (Document # 670629)

EXHIBIT B

ELIGIBLE DEVELOPMENT COSTS

The Eligible Development Costs for this Development Property shall include the following:

1. Site Preparation, substantially in accordance with the site plan approved by the City
2. Public Improvements, substantially in accordance with the plans and specifications submitted to the City
3. Building Construction, substantially in accordance with the plans and specifications submitted to the City
4. Landscaping, substantially in accordance with the plans and specifications submitted to the City

Eligible Development Costs incurred in conjunction with the Development Plans and Specifications attached as **Exhibit C** may include expenses incurred prior to the date of execution of this Agreement.

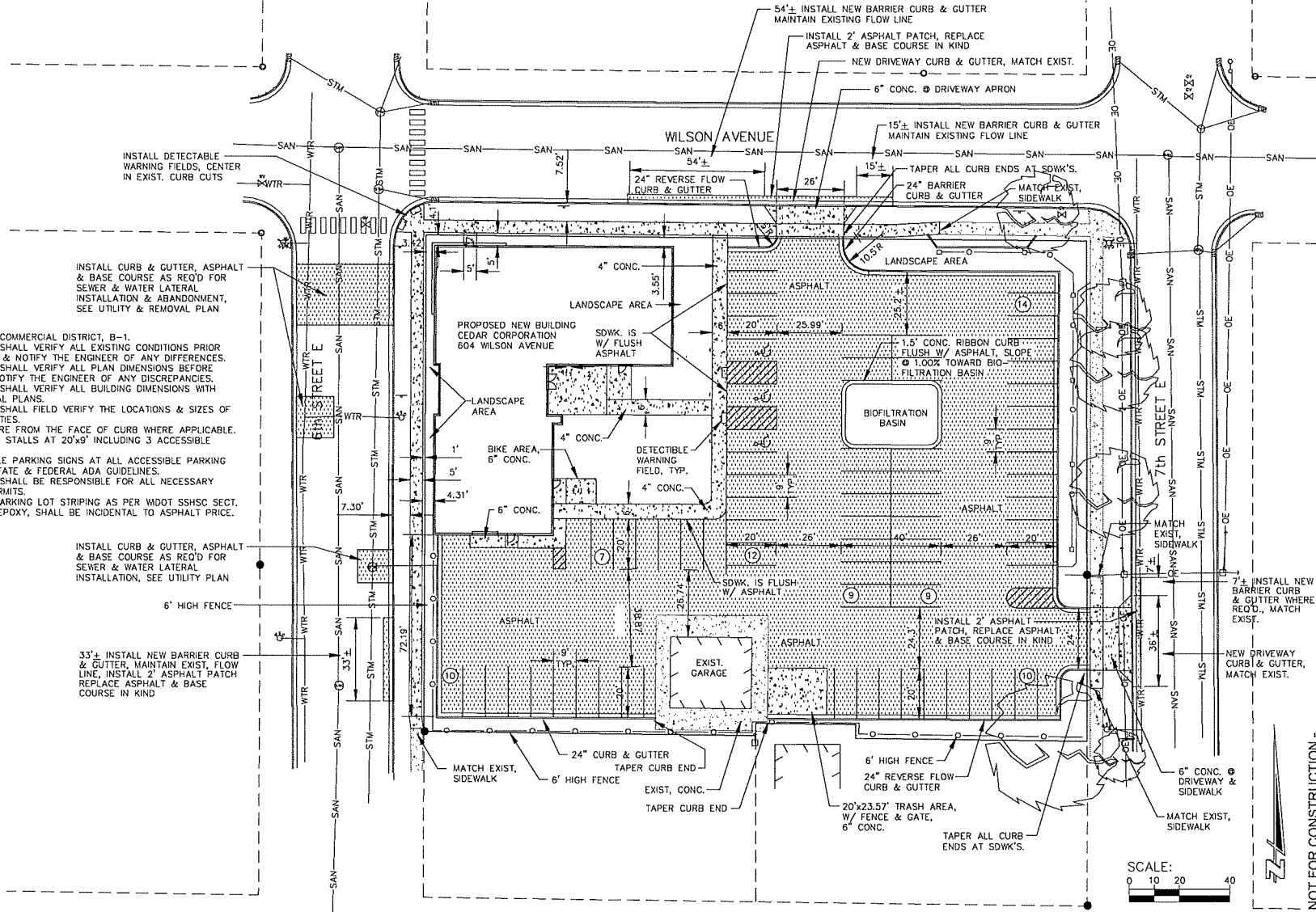
EXHIBIT C

DEVELOPMENT PLANS AND SPECIFICATIONS

[attached]

VEHICLE & BICYCLE PARKING STALLS

- 71 VEHICLE PARKING STALLS PROVIDED
- 6 BICYCLE PARKING SPACES PROVIDED (5% OF VEHICLE STALLS, 4 REQUIRED)

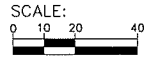


NOTES:

- ZONING, GENERAL COMMERCIAL DISTRICT, B-1.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION & NOTIFY THE ENGINEER OF ANY DIFFERENCES.
- THE CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS BEFORE INSTALLATION & NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL VERIFY ALL BUILDING DIMENSIONS WITH THE ARCHITECTURAL PLANS.
- THE CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS & SIZES OF ALL EXISTING UTILITIES.
- ALL DIMENSIONS ARE FROM THE FACE OF CURB WHERE APPLICABLE.
- 71 TOTAL PARKING STALLS AT 20'x9' INCLUDING 3 ACCESSIBLE STALLS.
- INSTALL ACCESSIBLE PARKING SIGNS AT ALL ACCESSIBLE PARKING STALLS AS PER STATE & FEDERAL ADA GUIDELINES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CONSTRUCTION PERMITS.
- 4" WIDE YELLOW PARKING LOT STRIPING AS PER WDOT SHSCT. 646 & 647, NON EPOXY, SHALL BE INCIDENTAL TO ASPHALT PRICE.

INSTALL CURB & GUTTER, ASPHALT & BASE COURSE AS REQ'D FOR SEWER & WATER LATERAL INSTALLATION, SEE UTILITY PLAN

33'± INSTALL NEW BARRIER CURB & GUTTER, MAINTAIN EXIST. FLOW LINE, INSTALL 2" ASPHALT PATCH REPLACE ASPHALT & BASE COURSE IN KIND



ARCHITECT/ENGINEER
Cedar CORPORATION
 engineers · architects · planners · environmental specialists
 land surveyors · landscape architects · interior designers

ARCHITECT/ENGINEER
CEDAR CORPORATION
 604 WILSON AVENUE
 MENOMONIE, WI

JOB NO.
 C0288-048
 DRAWN BY: DB CHECKED BY: CS
 ISSUE DATE
 03/22/2014
 SET TYPE
 BID DOCUMENTS
 SITE PLAN

NOT FOR CONSTRUCTION

SHEET NO.
C103

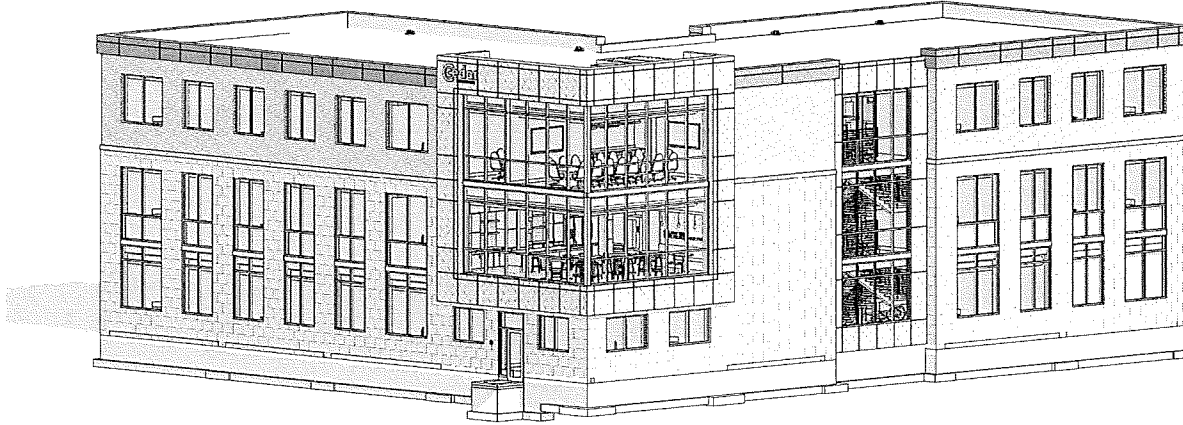
I:\Clients\Memo\CD0288 Cedar Corporation\048b Office Planning & Design\04_CADD\DWG\048b\048b.dwg 08/09/24 4:21:03 PM

GENERAL NOTES

A. GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO THIS SHEET ONLY.

B. 3D VIEWS ARE FOR INFORMATION ONLY AND ARE NOT PART OF THE CONTRACT DOCUMENTS. THEY DO NOT INDICATE ALL DETAILS, CHANGES IN MATERIAL, AND JOINTS.

NO.	DATE	DESCRIPTION



1 NORTHWEST EXTERIOR PERSPECTIVE VIEW
AE201



2 SOUTHEAST EXTERIOR PERSPECTIVE VIEW
AE201

ARCHITECT/ENGINEER

604-424-7272
www.cedarp.com

engineers - architects - planners - environmental specialists
and surveyors - landscape architects - interior designers

GENERAL CONTRACTOR

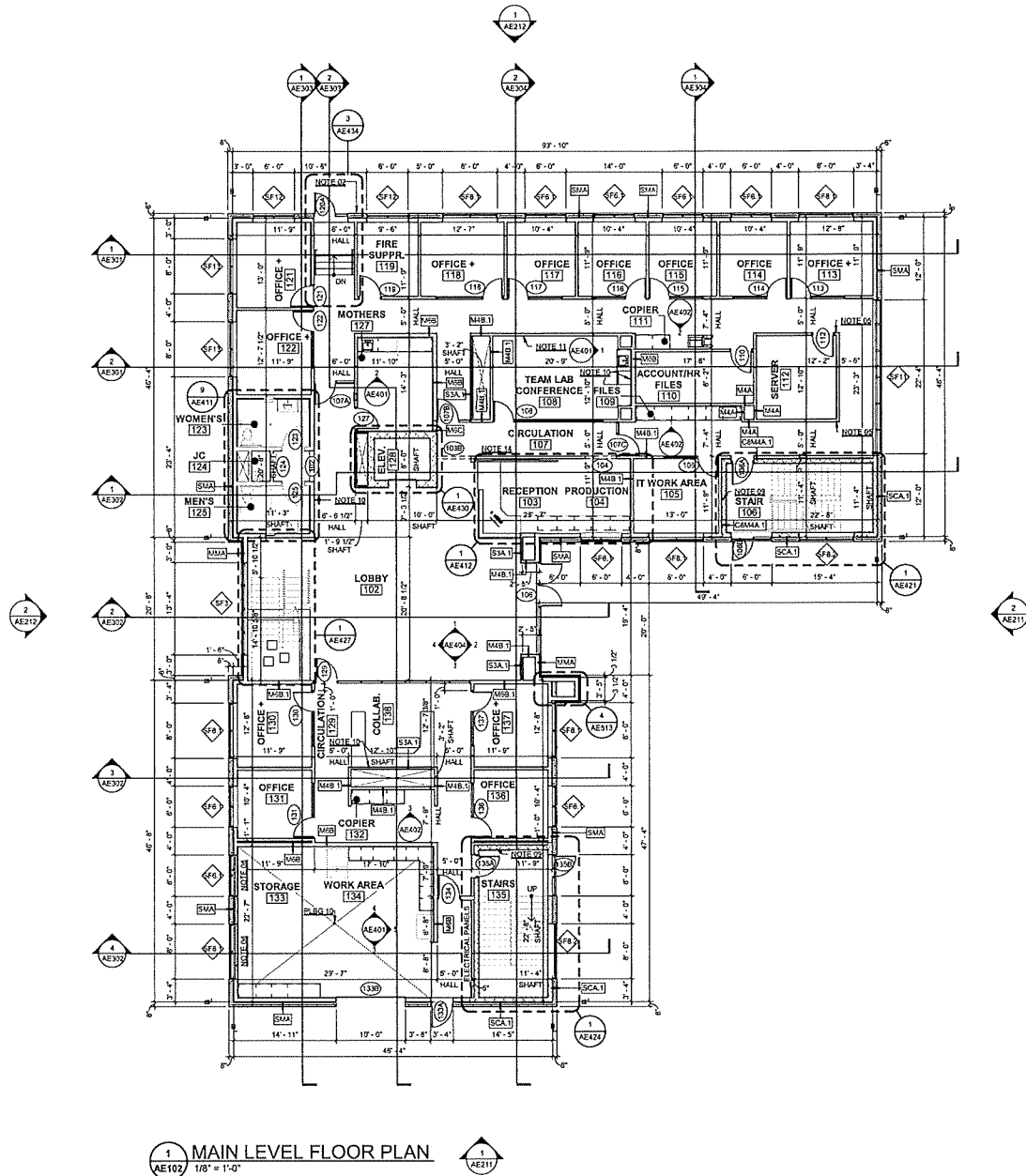
HOFFBUILDERS.COM

NOT FOR CONSTRUCTION - BID SET - 2

CEAR CORPORATION
604 WILSON AVENUE
MENOMONIE, WI

JOB NO.
C2768-043

DRAWN BY:	CHECKED BY:
EM	CS
ISSUE DATE 09.24.2024	
SET TYPE BID SET - 2	
EXTERIOR PERSPECTIVE VIEWS	
SHEET NO. AE201	

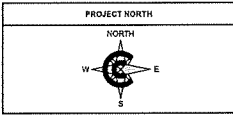


1 MAIN LEVEL FLOOR PLAN
1/8" = 1'-0"

NOTE: ALL WALLS NOT NOTED SHALL BE M40

- GENERAL NOTES**
- GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO THIS SHEET ONLY.
 - SEE STANDARD MOUNTING HEIGHTS ON SHEET 0002 FOR DETAILS REGARDING INSTALLATION REQUIREMENTS FOR FIXTURES AND ACCESSORIES.
 - ALL INTERIOR DIMENSIONS ARE FROM FACE OF STUD MASONRY CONSTRUCTION TO FACE OF STUD MASONRY CONSTRUCTION, UNLESS NOTED OTHERWISE.
 - "CLEAR DIMENSIONS" ARE DIMENSIONS FROM FACE OF FINISH MATERIAL TO FACE OF FINISH MATERIAL.
 - FOR WALL TYPES SEE SHEET AE001.
 - CONTRACTOR SHALL COORDINATE WITH OWNER BEFORE INSTALLATION OF WALL SHEATHING FOR ANY WOOD BLOCKING, BACKING AND MOUNTING BORDERS REQUIRED FOR OWNER PROVIDED ITEMS.
 - ALL WALLS TO GO TIGHT TO STRUCTURE ABOVE, UNLESS NOTED OTHERWISE.

- PLAN KEY NOTES**
- NOTE 02 KNOX BOX, COORDINATE LOCATION WITH ARCHITECT AND LOCAL FIRE CHIEF
 - NOTE 05 WRAP COLUMN WITH ALUMINUM
 - NOTE 05 RAIL WALKOFF OPENING WITH METAL STUDS AND GYI
 - NOTE 05 PROVIDE WIND-SPLIT
 - NOTE 10 PROVIDE WALL BLOCKING FOR SCREEN, COORDINATED WITH OWNER
 - NOTE 11 PROVIDE WALL BLOCKING FOR WHITE BOARD, COORDINATE WITH OWNER
 - NOTE 14 HISTORY WALL



NO	DATE	DESCRIPTION

ARCHITECT OF RECORD:
Cedar CORPORATION
www.cedarcorp.com
engineers • architects • planners • environmental specialists
land surveys • landscape architects • interior designers

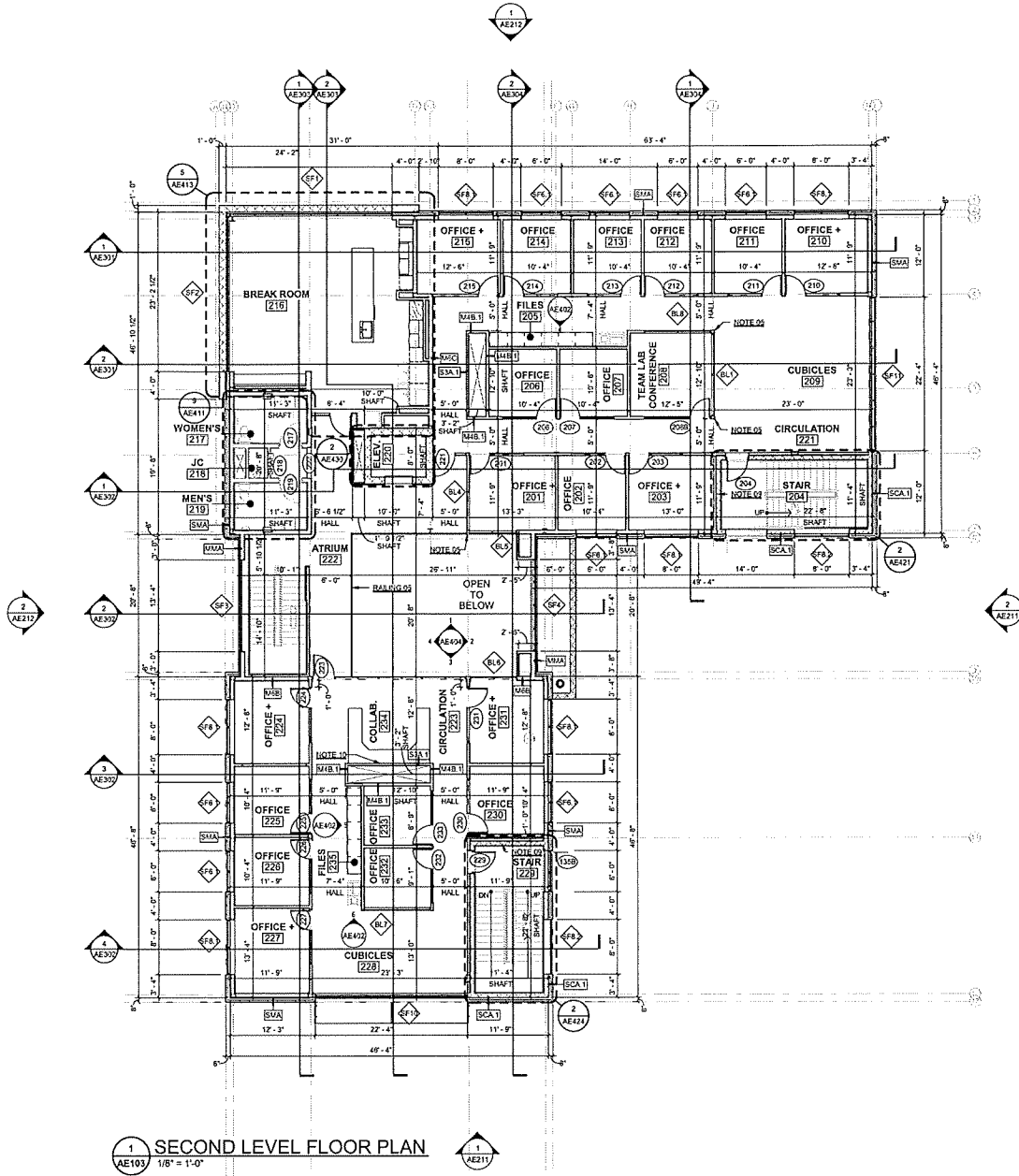
GENERAL CONTRACTOR:
HOFF BUILDERS
HOFFBUILDERS.COM

NOT FOR CONSTRUCTION - BID SET - 2

CEDAR CORPORATION
604 WILSON AVENUE
MENOMONIE, WI

JOB NO. C0209-049
DRAWN BY: EM CHECKED BY: CS
ISSUE DATE: 01/24/2024
SET TYPE: BD SET - 2
MAIN LEVEL FLOOR PLAN

SHEET NO. AE102



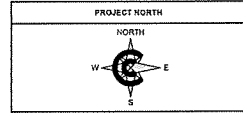
1 SECOND LEVEL FLOOR PLAN
1/8" = 1'-0"

NOTE: ALL WALLS NOT NOTED SHALL BE M40

- GENERAL NOTES**
- GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO THIS SHEET ONLY.
 - SEE STANDARD ADJUSTING HEIGHTS ON SHEET 0902 FOR DETAILS REGARDING INSTALLATION REQUIREMENTS FOR FIXTURES AND ACCESSORIES.
 - ALL INTERIOR DIMENSIONS ARE FROM FACE OF STUDO MASONRY CONSTRUCTION TO FACE OF STUDO MASONRY CONSTRUCTION, UNLESS NOTED OTHERWISE.
 - "CLEAR DIMENSIONS" ARE DIMENSIONED FROM FACE OF FINISH MATERIAL TO FACE OF FINISH MATERIAL.
 - FOR WALL TYPES SEE SHEET A601.
 - CONTRACTOR SHALL COORDINATE WITH OWNER BEFORE INSTALLATION OF WALL SHEATHING. FOR ANY WOOD BLOCKING, BACKING AND INSULATING, BOARDS REQUIRED FOR OWNER PROVIDED ITEMS. ALL WALLS TO GO TIGHT TO STRUCTURE ABOVE, UNLESS NOTED OTHERWISE.

PLAN KEY NOTES

NOTE 05	WRAP COLUMN WITH ALUMINUM
NOTE 06	PROVIDE MINSPLIT
NOTE 10	PROVIDE WALL BLOCKING FOR SCREEN, COORDINATED WITH OWNER



NO.	DATE	DESCRIPTION

ARCHITECT/ENGINEER

Cedar
CORPORATION

engineers • architects • planners • environmental specialists
land surveyors • landscape architects • interior designers

GENERAL CONTRACTOR

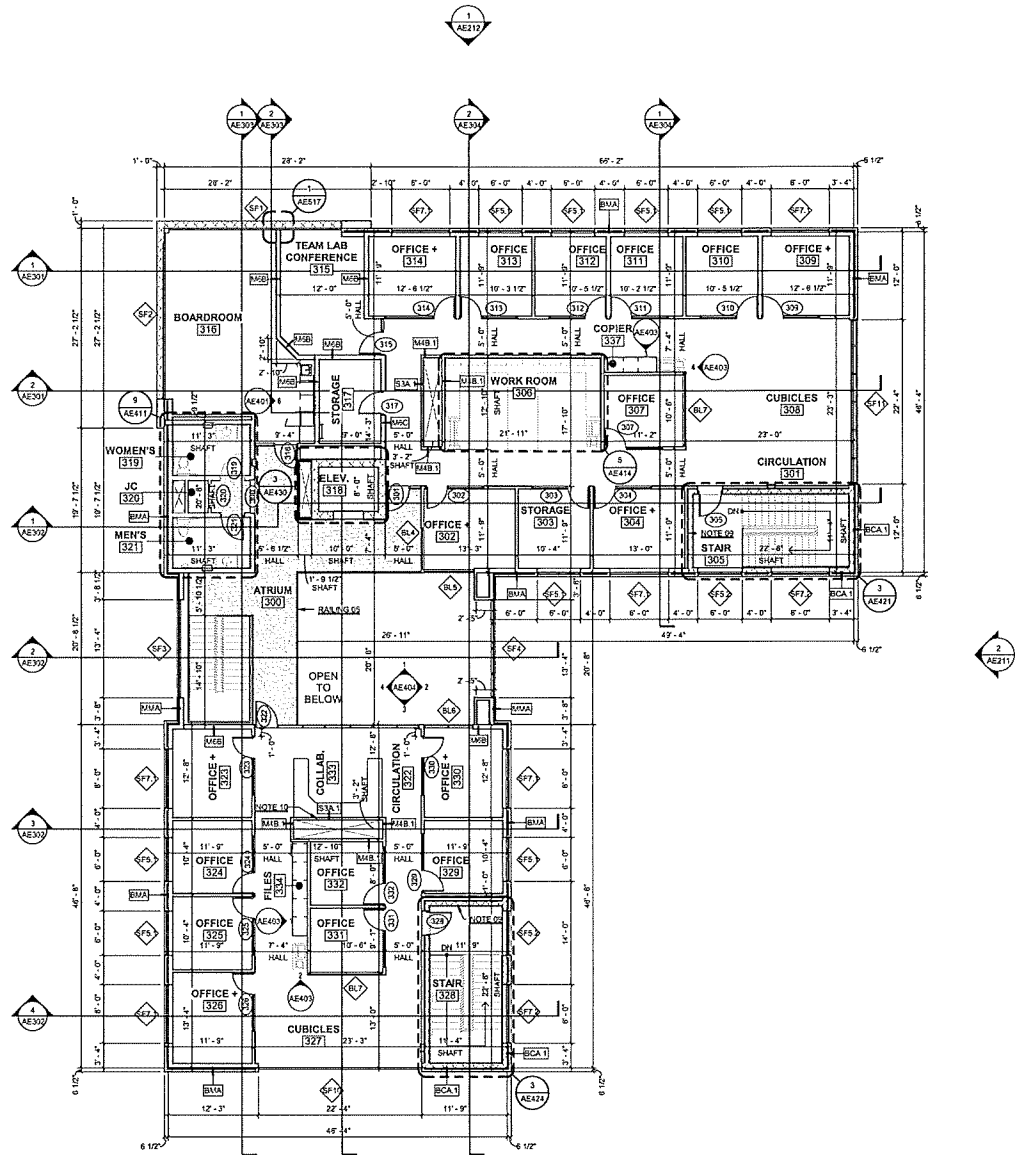
HOBAS
CONCRETE BUILDERS COMPANY

CEDAR CORPORATION
604 WILSON AVENUE
MEMPHIS, TN

NOT FOR CONSTRUCTION - BID SET - 2

JOB NO. C0268-049
DRAWN BY: EM CHECKED BY: CS
ISSUE DATE: 06/24/2024
SET TYPE: BID SET - 2
SECOND LEVEL FLOOR PLAN

SHEET NO. AE103



THIRD LEVEL FLOOR PLAN
1/8" = 1'-0"

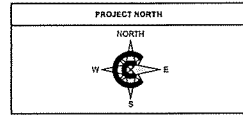
NOTE: ALL WALLS NOT NOTED SHALL BE M48

GENERAL NOTES

- GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO THIS SHEET ONLY.
- SEE STANDARD MOUNTING HEIGHTS ON SHEET G1002 FOR DETAILS REGARDING INSTALLATION REQUIREMENTS FOR FIXTURES AND ACCESSORIES.
- ALL INTERIOR DIMENSIONS ARE FROM FACE OF STUDY MASONRY CONSTRUCTION, UNLESS NOTED OTHERWISE.
- "CLEAR DIMENSIONS" ARE DIMENSIONS FROM FACE OF FINISH MATERIAL, TO FACE OF FINISH MATERIAL, FOR WALL TYPES (SEE SHEET A2001).
- CONTRACTOR SHALL COORDINATE WITH OWNER BEFORE INSTALLATION OF WALL SHEATHING, FOR ANY WOOD BLOCKING, BACKING AND MOUNTING BOARDS REQUIRED FOR OWNER PROVIDED ITEMS.
- ALL WALLS TO GO TIGHT TO STRUCTURE ABOVE, UNLESS NOTED OTHERWISE.

PLAN KEY NOTES

NOTE 09 PROVIDE MINS-SPLIT
NOTE 10 PROVIDE WALL BLOCKING FOR SCREEN, COORDINATED WITH OWNER



NO.	DATE	DESCRIPTION

ARCHITECT/ENGINEER: **Cedar CORPORATION**
www.cedarcorp.com
604-727-3752
employees • architects • planners • environmental specialists
land surveys • landscape architects • interior designers

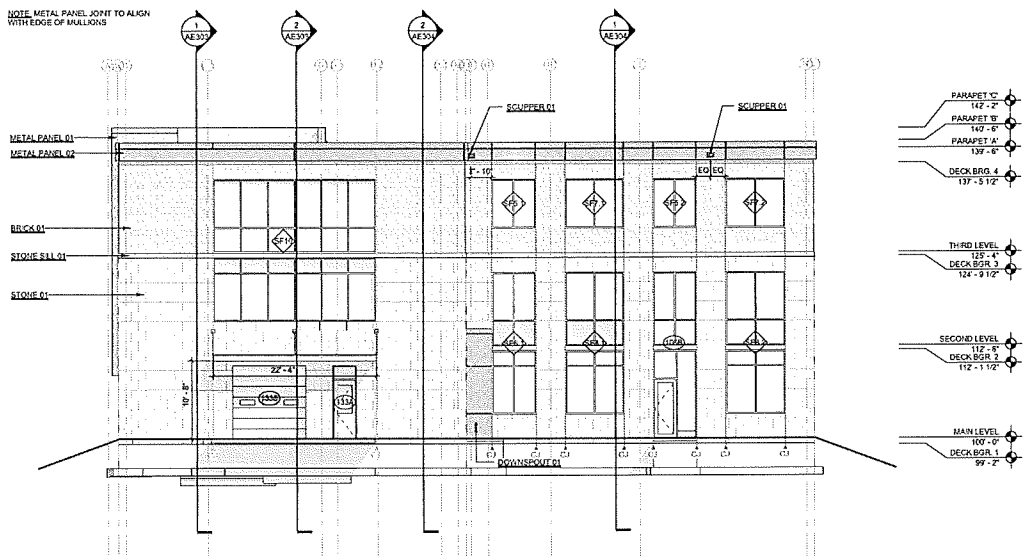
GENERAL CONTRACTOR: **HOFF BUILDERS**
HOFFBUILDERS.COM

CDAR CORPORATION
604 WILSON AVENUE
MEMONONGIE, WI

JOB NO. C0231-048
DRAWN BY: EM CHECKED BY: CS
ISSUE DATE: 06/24/2024
SET TYPE: B/D SET-2
THRD LEVEL FLOOR PLAN

NOT FOR CONSTRUCTION - BID SET - 2

SHEET NO. **AE104**



1 SOUTH ELEVATION
AE211/ 1/8" = 1'-0"

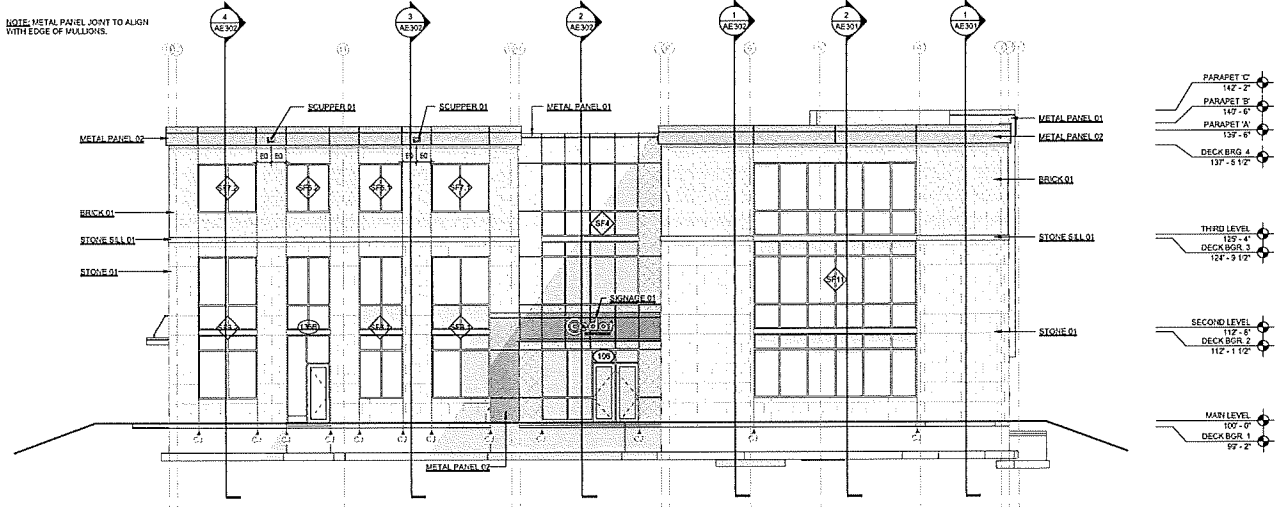
GENERAL NOTES
 A. GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO THIS SHEET ONLY.
 B. SEE SHEET AE201 FOR DOOR AND WINDOW SIZES AND HEAD HEIGHTS.

EXTERIOR FINISH LEGEND

	BRICK 01		STONE 01
	METAL PANEL 01		METAL PANEL 02
	STANDARD GLAZING		SPANDELT GLAZING

MATERIALS & COMPONENTS

BRICK 01	STANDARD BRICK UNITS, RUNNING BOND, GLEN GERRY SOLID CITY BLUE IRON SPOT
DOWNSPOUT 01	DOWNSPOUT HOZZLE / CONVS / TONGUE
METAL PANEL 01	METAL COMPOSITE WALL PANEL ATTACHED TO Z CHANNELS, COLOR TBD
METAL PANEL 02	METAL COMPOSITE WALL PANEL ATTACHED TO Z CHANNELS, COLOR TBD
SCUPPER 01	PREFINISHED ALUMINUM THROUGH WALL SCUPPER MOUNTED 2" ABOVE THE LOW POINT OF THE ROOF, REFER TO DETAIL SHEET, COLOR TO TBD
SIGNAGE 01	SIGNAGE BY OWNER, CONTRACTOR TO COORDINATE BUILDING WITH OWNER, DIMENSIONAL LETTERS
STONE 01	EXTERIOR VENEER MASKORY - 120X24" SAND STONE OR CAST STONE, RUNNING BOND
STONE SILL 01	8" CONCRETE STONE SILL



2 EAST ELEVATION
AE211/ 1/8" = 1'-0"

NO	DATE	DESCRIPTION

ARCHITECT/ENGINEER

 CEDAR CORPORATION
 604-722-2332
 www.cedarcorp.com
 engineers - architects - planners - environmental specialists
 land surveyors - landscape architects - interior designers

GENERAL CONTRACTOR

 HOIST BUILDERS.COM

NOT FOR CONSTRUCTION - BID SET - 2

CEDAR CORPORATION
 604 WILSON AVENUE
 MENOMONEE, WI

JOB NO.	C2268-049
DRAWN BY:	EM
CHECKED BY:	CS
ISSUE DATE	06.24.2024
SET TYPE	BID SET - 2
EXTERIOR ELEVATIONS	

SHEET NO.
AE211

EXHIBIT D

TAX INCREMENT PROJECTIONS

[attached]

Exhibit 1

City of Menomonie

Tax Increment Forecast

TID No. 19 - Cedar Project

Creation Year 2024
 End of Expenditure Period 2039
 Maximum Life of District (Final Year) 2044
 Final Revenue Collection Year 2045

Base Value	400,000
New Building	3,300,000
Increment Value	2,900,000

Pay-Go Incentive Allocation	
Years 1-5:	85%
Year 6:	75%
Year 7:	65%
Year 8:	55%
Years 9-10:	50%

Construction Year	Valuation Year	Revenue Year	Revenues				Expenses		Balances			
			Cedar Building	Projected New Valuation Total	TID Value Increment	Tax Rate	Projected Tax Increment	Total Revenues	Pay-Go Incentive	Total Expenses	Annual Balance	Cumulative Balance
2022	2023	2024				16.05						
2023	2024	2025				16.05						
2024	2025	2026				16.05						
2025	2026	2027	2,900,000	2,900,000	2,900,000	16.05	46,545	46,545	39,563	39,563	6,982	6,982
2026	2027	2028				16.05	46,545	46,545	39,563	39,563	6,982	13,964
2027	2028	2029				16.05	46,545	46,545	39,563	39,563	6,982	20,946
2028	2029	2030				16.05	46,545	46,545	39,563	39,563	6,982	27,928
2029	2030	2031				16.05	46,545	46,545	39,563	39,563	6,982	34,910
2030	2031	2032				16.05	46,545	46,545	34,909	34,909	11,636	46,546
2031	2032	2033				16.05	46,545	46,545	30,254	30,254	16,291	62,837
2032	2033	2034				16.05	46,545	46,545	25,600	25,600	20,945	83,782
2033	2034	2035				16.05	46,545	46,545	23,273	23,273	23,272	107,054
2034	2035	2036				16.05	46,545	46,545	23,273	23,273	23,272	214,108
2035	2036	2037				16.05	46,545	46,545			46,545	260,653
2036	2037	2038				16.05	46,545	46,545			46,545	307,198
2037	2038	2039				16.05	46,545	46,545			46,545	353,743
2038	2039	2040				16.05	46,545	46,545			46,545	400,288
2039	2040	2041				16.05	46,545	46,545			46,545	446,833
2040	2041	2042				16.05	46,545	46,545			46,545	493,378
2041	2042	2043				16.05	46,545	46,545			46,545	539,923
2042	2043	2044				16.05	46,545	46,545			46,545	586,468
2043	2044	2045				16.05	46,545	46,545			46,545	633,013

City of Menomonie

City Clerk's Office
800 Wilson Ave., Menomonie, WI 54751
Phone: 715-232-2221; E-mail: kmartin@menomonie-wi.gov

Special Event

Instructions: Complete all questions, indicating N/A where non-applicable. Return to the City Clerk at the above address at least 60 days prior to the event.

Are you representing an organization sponsoring the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	Menomonie High School Student Council		
Organization's Address:	1715 5th St W, Menomonie WI 54751		
Organization's Phone:	(Fax)	(E-mail)	casey_drake@msd.k12.wi.us
Purpose of Event: Homecoming Parade		Type of Event: Parade	

Event Organizer's Name:	Casey Drake (Principal)		
Event Organizer's Address:	1715 5th St. W, Menomonie WI 54751		
Event Organizer's Phone:	(home)	(work)	(E-mail)
	715-232-2606,	-----	715-232-2606--(x41005)-----case

Name of Event: Homecoming Parade		Type of Event: Parade	
Location of Event: Leisure Center 14th Ave to 9th Ave		Date of Event: 9/20/23	Rain date: -----
Time of Event:	Start: 3:30PM	Finish: 5:30PM	
Time on Site:	Start: 3:30PM	Finish: (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) 300-500	City of Menomonie Support Staff Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
	Police:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number:
	Roads:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number:
	Other: (Specify)	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:

Are street(s) to be closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, if so list <i>(If less than entire length, indicate by street number where to begin and end)</i>	Entire length? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Check here if City Road <input checked="" type="checkbox"/> <i>(attach approval from City of Menomonie)</i>	1. 14th Ave From Leisure Center to 9th St.
	Entire length? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Check here if County Road <input type="checkbox"/> <i>(attach approval from Dunn County)</i>	2. Wilson Ave. E. From 9th to 7th St.
	7th St From Wilson Ave to 17 Ave	4. 15th Ave from 7th st. E to 9th st E.

What provisions are being made for traffic and parking? (Be sure to note traffic flow and parking sites on your site plan)
Attach additional sheets if necessary.

See parade route map. MHS will have staff and administrators at the leisure center

What provisions are being made for crowd control and security? Attach additional sheets if necessary.
Request police

What provisions are being made for First Aid and Fire Emergency? (Be sure to show locations of emergency services on your site plan.)
Fire and emergency services participate in the parade

What provisions are being made for additional restrooms, port-a-potty facilities? (Be sure to show locations of restrooms and port-a-potty facilities on your site plan.)
Wilson park has bathrooms. Leisure Center has bathrooms for parade participants

What provisions are being made for collection and removal of litter and recycling generated by the event? (Be sure garbage /recycling receptacles or dumpsters are shown on your site plan.)
GFI dumpsters will be at the Leisure Center for parade float teardown.

Will vendors, information tables, or volunteer groups be part of your event? No Yes If yes, please explain.

Certificate of Insurance or Surety Bond Information No Yes, attach a copy (school district insurance)

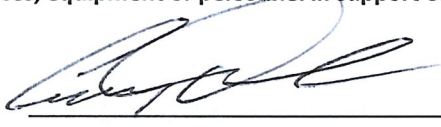
The applicant is responsible for obtaining any additional permits required by the municipality in conjunction with this event. Contact individual departments to obtain applications.
APPROVED PERMITS MUST BE INCLUDED WITH THIS APPLICATION FOR SPECIAL EVENTS, OR THE SPECIAL EVENT APPLICATION WILL BE DENIED.

Check all that apply:

CITY CLERK PERMITS 715-232-2221	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input type="checkbox"/> Temporary Beer/Wine <input type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> Mobile Food Truck Establishment <input type="checkbox"/> _____	<input type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit Leisure Center mitch Stai mstai@menomonie-wi.gov	<input type="checkbox"/> Fireworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

POLICE DEPARTMENT PERMITS 715-232-2198	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388	PUBLIC WORKS
<input checked="" type="checkbox"/> Traffic Control Officers <input type="checkbox"/> Criminal History Check zassenhausin@menomonie-wi.gov	<input type="checkbox"/> Temporary Food Permit	<input type="checkbox"/> Race/Map Review

By signing this application, applicant acknowledges that the issuance of a special event permit does not obligate or require the City of Menomonie to provide City services, equipment or personnel in support of the event.

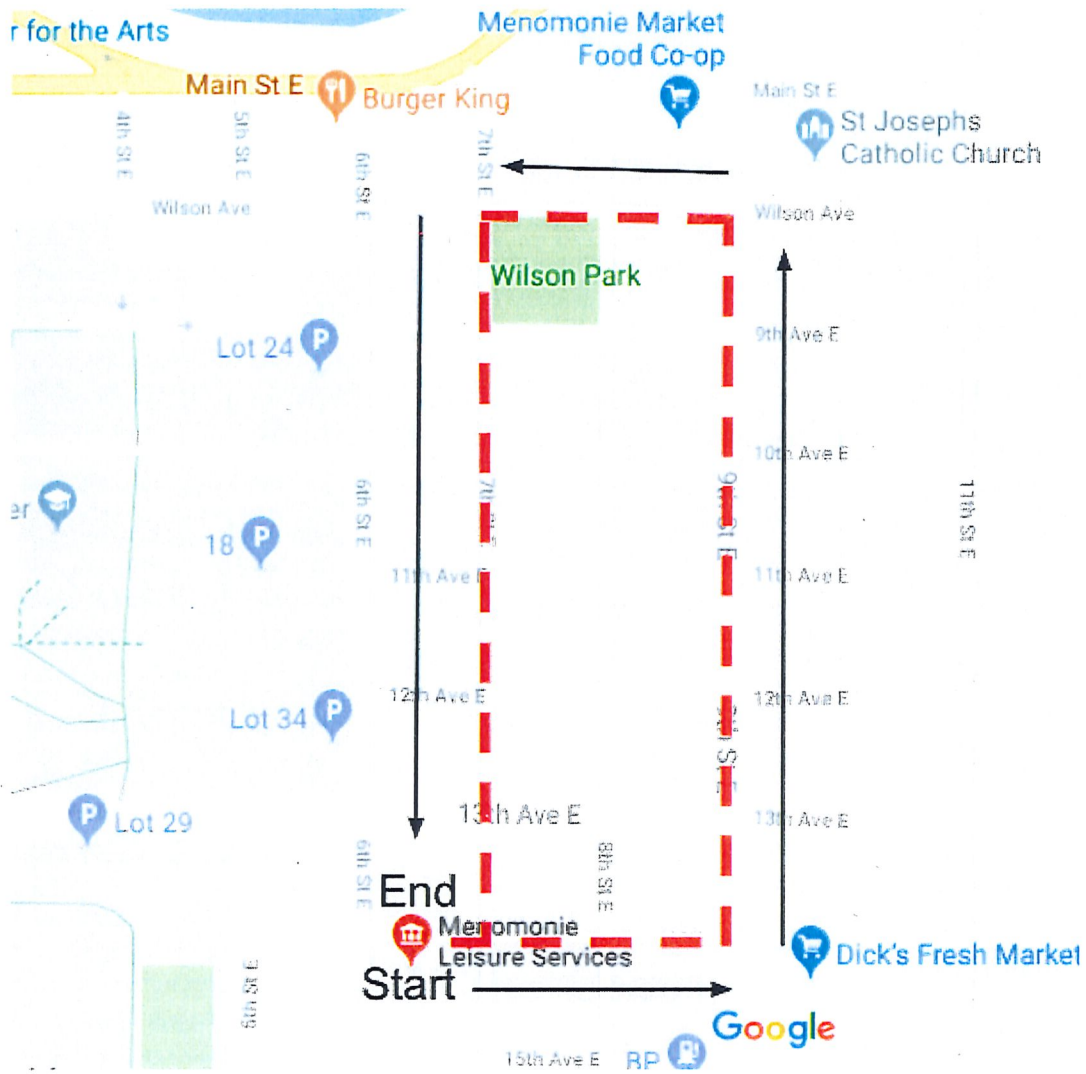
Signature: 

Print Name: Casey Drake

Affiliation with Applicant (if applicable): Principal

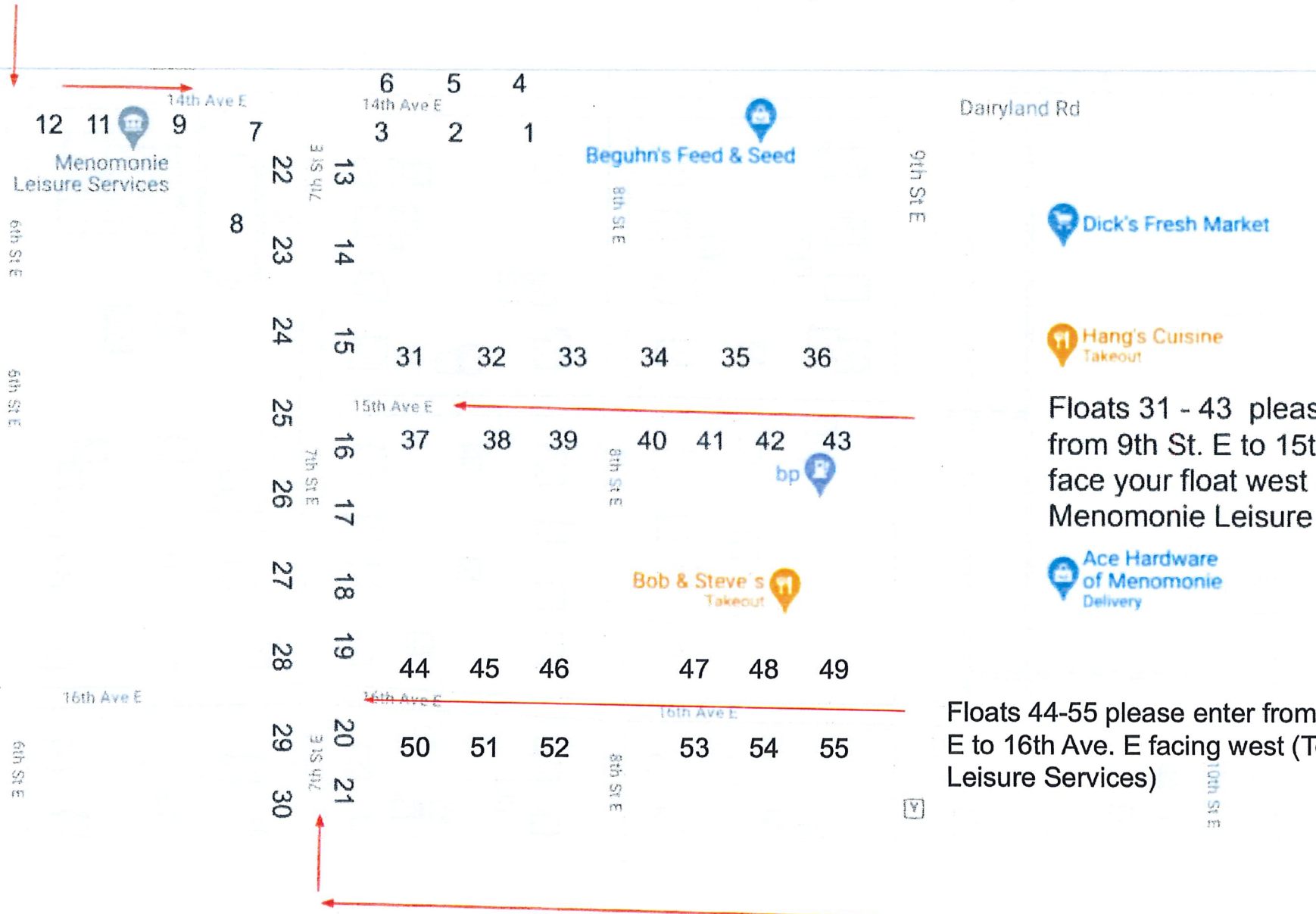
Date: 8/14/24

Parade Route 2023



The parade route begins on 14th Avenue, left on 9th Street. Follow 9th to Wilson Avenue and take a left. Follow Wilson Avenue to 7th Street and take a left. Proceed down 7th Street back to the Leisure Center to dismantle.

Floats 1 - 12 please enter from 6th St. E to 14th Ave. E face your float east (towards Dick's Fresh Market)



Dick's Fresh Market

Hang's Cuisine Takeout

Floats 31 - 43 please enter from 9th St. E to 15th Ave. E face your float west (towards Menomonie Leisure Services)

Ace Hardware of Menomonie Delivery

Floats 44-55 please enter from 9th St. E to 16th Ave. E facing west (Toward Leisure Services)

Floats 13 - 30 please enter from 17th Ave. E to 7th St. E face your float north (towards UW-Stout)

City of Menomonie

City Clerk's Office
800 Wilson Ave., Menomonie, WI 54751
(Phone: 715-232-2187; Fax: 715-235-0888; E-mail: clauersdorf@menomonie-wi.gov)

Special Event

Instructions: Complete all questions, indicating N/A where non-applicable. Return to the City Clerk at the above address at least 60 days prior to the event.

Are you representing an organization sponsoring the event? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	University of Wisconsin – Stout		
Organization's Address:	302 10 th Ave. E.		
Organization's Phone:	715-232-1114 (Fax)	(E-mail)	leejenn@uwstout.edu
Purpose of Event:	Homecoming Celebration	Type of Event:	UW-Stout Soap Box Derby

Event Organizer's Name:	Olivia Williams		
Event Organizer's Address:	302 10 th Ave. E., Menomonie, WI 54751		
Event Organizer's Phone:	(home)	(work) 715-232-2227	(E-mail) williamso@uwstout.edu

Name of Event: UW-Stout Homecoming Soap Box Derby		Type of Event: non-motorized, human sized box car race	
Location of Event: On Wilson Ave. hill from 2 nd St. W. through the bottom of the hill.		Date of Event: October 21, 2024	Rain date: N/A
Time of Event:	Start: 4:00pm	Finish: 5:30pm	
Time on Site:	Start: 3:30 am	Finish: 6:30pm (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators)	City of Menomonie Support Staff Requested? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
	Police:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Roads: Wilson Ave.	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number: 1 block
	Other: (Specify)	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:

Are street(s) to be closed? YES <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, if so list (If less than entire length, indicate by street number where to begin and end)	Entire length? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check here if City Road <input type="checkbox"/> (attach approval from City of Menomonie)	1. Wilson Ave Hill
	Entire length? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check here if County Road <input type="checkbox"/> (attach approval from Dunn County)	2.

What provisions are being made for traffic and parking? (Be sure to note traffic flow and parking sites on your site plan) Attach additional sheets if necessary.

Detours will be arranged, no parking accommodations are necessary.

What provisions are being made for crowd control and security? Attach additional sheets if necessary.

We have several staff members who will be monitoring the different aspects of the route.

What provisions are being made for First Aid and Fire Emergency? (Be sure to show locations of emergency services on your site plan.) Campus police knows about the event and the Menomonie Fire crew typically watches the race from their building site.

What provisions are being made for additional restrooms, port-a-potty facilities? (Be sure to show locations of restrooms and port-a-potty facilities on your site plan.) We have several campus buildings open for restroom use.

What provisions are being made for collection and removal of litter and recycling generated by the event? (Be sure garbage /recycling receptacles or dumpsters are shown on your site plan.) The building materials for the "cars" will all be removed from site by Blue Devil Productions students.

Are vendors, information tables, or volunteer groups a part of your event? No Yes If yes, please explain.

Certificate of Insurance or Surety Bond Information No Yes, attach a copy

The applicant is responsible for obtaining any additional permits required by the municipality in conjunction with this event. Contact individual departments to obtain applications.

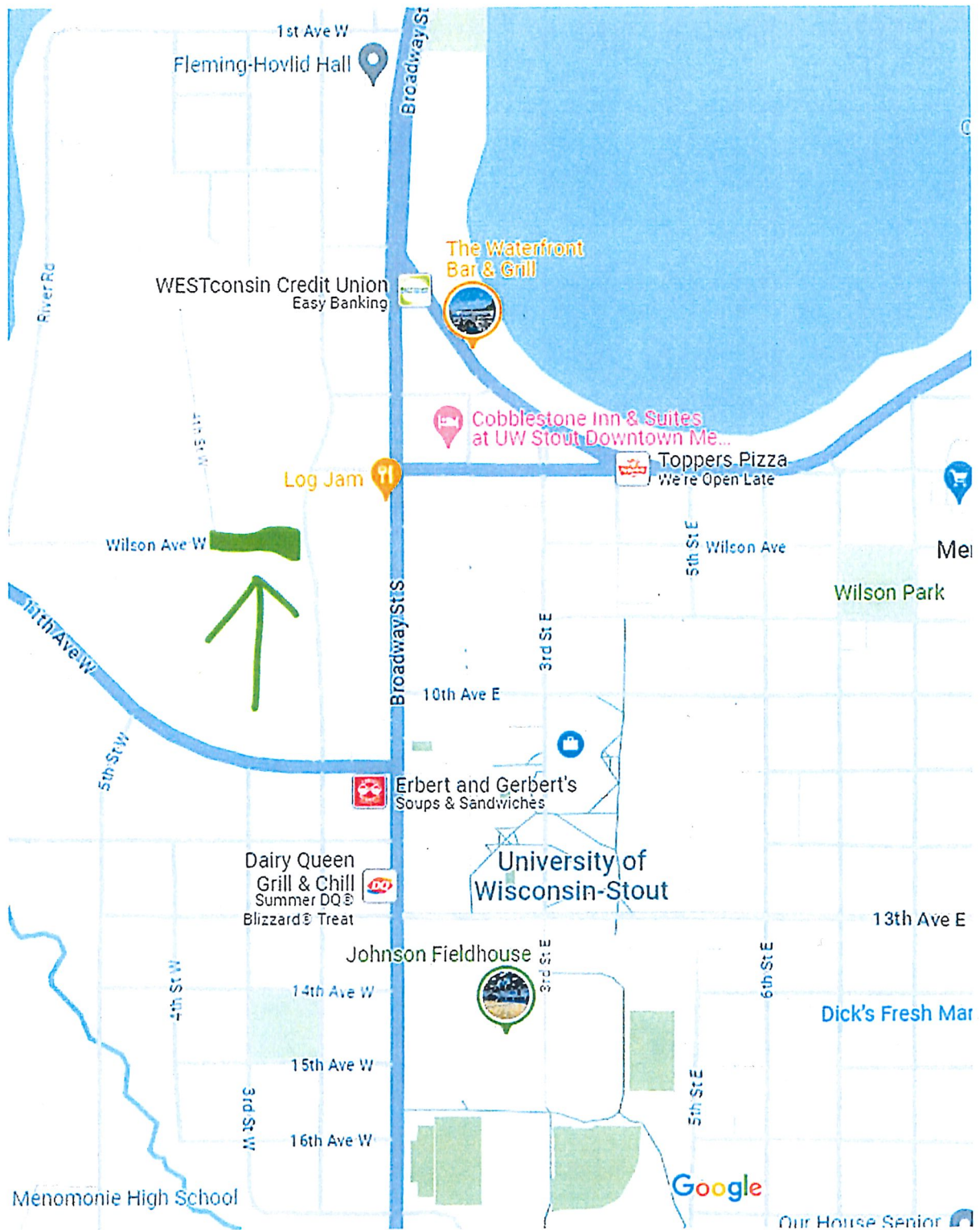
Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input type="checkbox"/> Temporary Beer/Wine <input type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____ <i>N/A</i>	<input type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit <i>N/A</i>	<input type="checkbox"/> Fireworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit) <i>N/A</i>

POLICE DEPARTMENT PERMITS 715-232-2198	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388	PUBLIC WORKS
<input type="checkbox"/> Traffic Control Officers <input type="checkbox"/> Criminal History Check <i>N/A</i>	<input type="checkbox"/> Temporary Food Permit <i>N/A</i>	<input type="checkbox"/> Race/Map Review <i>N/A</i>

By signing this application, applicant acknowledges that the issuance of a special event permit does not obligate or require the City of Menomonie to provide City services, equipment or personnel in support of the event.

Signature: Jennifer A. Lee
Print Name: Jennifer Lee
Affiliation with Applicant (if applicable): Supervisor of Applicant
Date: July 19, 2024



19-Aug-24

<u>2024 Claims</u>	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
Bremer Credit Card	Police range weapon riot control	\$40.89	\$40.89
Cardmember Services	Water Admin & Gen Office Supp Computer Program	\$2,193.95	\$713.32
Cedar Corp	Bongey Heller Road/Pine Ave Tainter to Wakanda- Engineering Services	\$29,764.50	\$14,869.50
Colfax Messenger	Bongey Heller Road/Pine Ave Tainter to Wakanda- Advertising	\$917.37	\$283.00
Decker	Street Signs and Markings Reg Sign Forms	\$299.63	\$299.63
Employee	Recycling Grant Expense Vehicle Allowance Mileage	\$22.78	\$22.78
Haas	Street Oiling Trap Rock	\$275.45	\$275.45
Manpower	Treasurer Wages	\$1,688.63	\$1,688.63
Viking Electric	Street Lighting Repair City Owned Light	\$215.30	\$215.30
Wipfli	Water Utility, TID District 16, TID District 13, Community Development, Tourism, Landfill - Accounting Audit	\$42,079.25	\$3,537.35
	Total	\$77,497.75	\$21,945.85

<u>2024 Parking Utility Claims</u>	<u>Description</u>	<u>Total Invoice</u>
Bremer Credit Cards	Fleet Farm	\$249.99
Clancy	June 24 Fees	\$350.00
IPS	July 24 Fees	\$1,659.30
USPS	July Postage	\$2.71
Wipfli	Audit 2023	\$620.00
	Parking Total	\$2,882.00

8-15-24

Background Check Type

(circle one) Alcohol / Tobacco / Cabaret / Sidewalk / Employment / Bow Hunting / Secondhand Dealer

For Office Use: Hive & Hollow

(circle one) Approve Deny

Applicant Name (Please print) Charis D Collins
First Middle Last

Date Investigation Complete: 05 - 30 - 24

Initials of Records Technician (or person who conducted investigation) BTH

Signature of Police Chief (or designated staff officer) Rock R. Hamster

For Municipal Use Only	
Municipality	Menomonie
License Period	07/01/2024-06/30/2025

Form AB-200

Alcohol Beverage License Application

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ 200 Class "B" Beer \$ 100
- "Class A" Liquor \$ 500 "Class B" Liquor \$ 500
- "Class A" Liquor (cider only) \$ 0 Reserve "Class B" Liquor \$ 10,000
- Class "C" Liquor (wine only) \$ 100

Fees	
License Fees	\$ <u>100</u>
Background Check Fee	\$ <u>10</u>
Publication Fee	\$ <u>8.50</u>
Total Fees	\$ <u>118.50</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>Hive + Hollow, LLC</u>			
2. Business Trade Name or DBA			
3. FEIN <u>82-5280515</u>		4. Wisconsin Seller's Permit Number <u>456102945992402</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization <u>WI</u>		7. Date of Organization <u>JULY 2018</u>	8. Wisconsin DFI Registration Number <u>H061463</u>
9. Premises Address <u>222 Main St</u>			
10. City <u>Menomonie</u>		11. State <u>WI</u>	12. Zip Code <u>54751</u>
13. County <u>Dunn</u>		14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Menomonie</u>	15. Aldermanic District
16. Premises Phone <u>715.231.3133</u>		17. Premises Email <u>hello@hiveandhollow.earth</u>	18. Website <u>www.hiveandhollow.earth</u>
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>222 Main is a large retail space 3000 sq ft with a small office in back and a bathroom and a full basement. There are separate apartments above.</u>			
20. Mailing Address (if different from premises address) <u>Same</u>			
21. City		22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

70587

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.


Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Freeman	Sarah	owner	715 939 2876
Collins	Charis	manager	715 309 2309

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Lambert Freeman</i>	First Name <i>Sarah</i>	M.I. <i>R</i>
Title <i>owner</i>	Email <i>hello@hiveandhollow.co.uk</i>	Phone <i>715.939.2876</i>
Signature 		Date <i>5/23/24</i>

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) <i>Hive & Hollow LLC</i>			
2. Business Trade Name or DBA			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization			

Part B: Individual Information			
1. Last Name <i>Collins</i>		2. First Name <i>Charis</i>	
		3. M.I. <i>D.</i>	
4. Relationship to Business (Title) <i>Manager</i>		5. Email <i>charissimo@gmail.com</i>	6. Phone <i>715 309 2309</i>
7. Home Address <i>1704 14th Ave E</i>			
8. City <i>Menomonie</i>		9. State <i>WI</i>	10. Zip Code <i>54751</i>
		11. Date of Birth 	
12. Drivers License/State ID Number 		13. Drivers License/State ID State of issuance <i>WI</i>	

Part C: Address History			
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			Years <i>18</i>
			Months <i>8</i>
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1 <i>1704 14th Ave E</i>		City <i>Menomonie</i>	State <i>WI</i>
			Zip Code <i>54751</i>
Previous Address 2		City	State
			Zip Code
Previous Address 3		City	State
			Zip Code
Previous Address 4		City	State
			Zip Code
Previous Address 5		City	State
			Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State <i>OR</i>	County <i>Multnomah</i>	State <i>WA</i>	County <i>King</i>
		State <i>MN</i>	County <i>Anoka</i>
State <i>OR</i>	County <i>Benton</i>	State <i>MN</i>	County <i>Hennepin</i>
		State <i>WI</i>	County <i>Dunn</i>

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

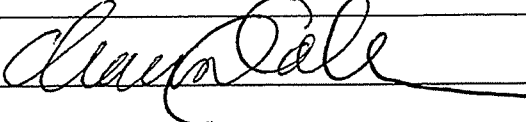
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 5/28/24
---	--------------

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information				
1. Legal Business Name (individual name if sole proprietor) <i>Hive & Hollow LLC</i>				
2. Business Trade Name or DBA				
3. Entity Type (check one)				
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Organization

Part B: Individual Information				
1. Last Name <i>Lambert Freeman</i>		2. First Name <i>Sarah</i>		3. M.I. <i>K</i>
4. Relationship to Business (Title) <i>owner</i>		5. Email <i>hello@hiveandhollow.com</i>		6. Phone <i>715 731.3133</i>
7. Home Address <i>N5150 410th St</i>				
8. City <i>Menomonee WI</i>		9. State <i>WI</i>	10. Zip Code <i>54751</i>	11. Date of Birth <i>[REDACTED]</i>
12. Drivers License/State ID Number <i>[REDACTED]</i>			13. Drivers License/State ID State of Issuance <i>WI</i>	

Part C: Address History					
1. Do you currently reside in Wisconsin?				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?				Years <i>11</i>	Months <i>9</i>
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1		City	State	Zip Code	
<i>N5150 410th St</i>		<i>Menomonee</i>	<i>WI</i>	<i>54751</i>	
Previous Address 2		City	State	Zip Code	
Previous Address 3		City	State	Zip Code	
Previous Address 4		City	State	Zip Code	
Previous Address 5		City	State	Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County	State	County
<i>WI</i>	<i>DUNN</i>	<i>MN</i>	<i>HENNEPIN</i>	<i>MN</i>	<i>RAMSEY</i>
<i>MA</i>	<i>DUKES</i>				
State	County	State	County	State	County
<i>WI</i>	<i>MILWAUKEE</i>	<i>WI</i>	<i>FOND DU LAC</i>		

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

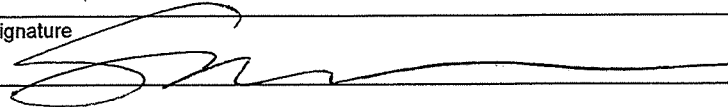
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature



Date

5/25/24

Form AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)

- Original (no fee)
- Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Hive + Hollow

2. Business Trade Name or DBA

3. Entity Type (check one)
 Limited Liability Company
 Corporation
 Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)
 Municipal Retail License
 State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name: *Collins*

2. First Name: *Charis*

3. M.I.: *D*

4. Email: *Charissimo@gmail.com*

5. Phone: *715 309 2309*

6. Home Address: *1704 14th Ave E*

7. City: *Menomonie*

8. State: *WI*

9. Zip Code: *54751*

10. Age: *52*

11. Drivers License/State ID Number: [Redacted]

12. Drivers License/State ID State of Issuance: *WI*

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Yes No
Submit proof of completion.

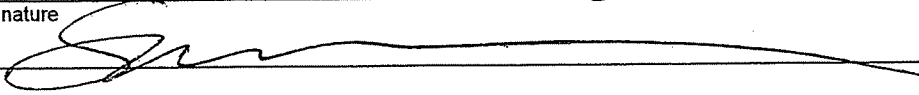
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Yes No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? Yes No
See instructions for exceptions.

Continued ->

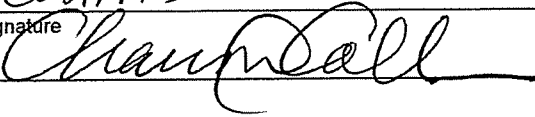
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Freeman</i>	First Name <i>Sarah</i>	M.I. <i>K</i>
Title <i>Owner</i>	Email <i>hello@hiveandhollow.earth</i>	Phone <i>7159392876</i>
Signature 		Date <i>5/25/24</i>

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Collins</i>	First Name <i>Charis</i>	M.I. <i>D</i>
Signature 		Date <i>5/25/24</i>



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Charis Collins

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
08/21/2023



Expiration Date
08/20/2025



Certificate #
WI-00617388

A handwritten signature in black ink, appearing to read 'Sarah McLeod', written over a horizontal line.

Official Signature

This certificate is non-transferable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6684
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1710361360

SARAH LAMBERT FREEMAN
HIVE AND HOLLOW, LLC
N5150 410TH ST
MENOMONIE WI 54751-5434

Wisconsin Department of Revenue Seller's Permit

Legal/real name: HIVE AND HOLLOW, LLC
Business name: HIVE AND HOLLOW
N5150 410TH ST
MENOMONIE WI 54751-5434

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Sellers Permit	456-1029459924-02

HIVE & HOLLOW

FLOWER CO.



New location:
222 Main Street East
Downtown Menomonie

Featuring:

Hive & Hollow Flowers & Plants

Antiques & Vintage Clothing

Botanical Cafe & Wine Bar

Gourmet Snacks & Chocolate

Handmade Gifts

Special events, workshops and classes

Art exhibits and pop-ups

We opened Hive & Hollow in 2018, with a focus on sustainably sourced flowers, plants and gifts. Our customers have always told us they wished they could linger forever in our old shop to take in the calming vibes that are created by the myriad of scents and pretty things. We have worked hard on our expansion to not only be able to continue to serve the community with the unique flower arrangements and thoughtfully curated selection of plants, gifts and antiques, but to extend a space to hang out and enjoy each others company. We have always wanted to be able to offer coffee and baked goods to be enjoyed amidst the plants and flowers, as well as wine and craft NA cocktails to serve for workshops and private events.

Our team has put an incredible amount of hard work into beautifying the space - we were fortunate to find and salvage a gorgeous 1930's bar and barback that was being pulled out of a church in Stanley. This historic piece has become the heart of our new shop:



We have procured a simple food license from the Dunn County Health Department and are serving Legacy chocolate, French-press coffee, non- alcoholic craft cocktails along with charcuterie boards and snacks. Our seating is limited to 12 at the bar and a handful of cocktail tables, to create an intimate setting.

We would like to add a class C wine license so we can offer an alternative to the downtown college bars scene and offer wine at our workshops, classes and private events. We have brought Legacy Chocolates back to Menomonie and are hoping you will be able to come in and grab a bouquet of flowers and enjoy a truffle along with a glass of wine before seeing a show at the Mabel. We have Charis Collins at the bar helm - she has decades of bartending experience - most recently at the Duke & Dagger, and the Spirit Room at the Mabel Tainter. She is seeking a commercial kitchen so she can offer her incredible cakes and desserts again to pair with our wine cocktails. My husband Chris has experience as a wine critic - he worked in fine dining for decades and was the wine

columnist for Metro Magazine. He is working with local distributors on developing our wine list.



We have received an outpouring of support from the community, the property owner, Jeremiah Gerdin, our downtown neighbors, as well as Downtown Menomonie and the Chamber of Commerce. In fact, we received a \$1000 grant from Explore Menomonie and the Chamber of Commerce as well as both a beautification and sign grant from Downtown Menomonie. We believe that our business, with a social media following of over 3000, will draw more people to downtown Menomonie, and that our downtown will thrive with more storefronts full of interesting opportunities. We hope you feel the same and will grant us the Class C wine license.



We know there were a lot of questions regarding this type of combined establishment, and so we reached out to Zachary Dolan at the WI DOR for clarification, and we understand that our business meets the requirements for a Class C License and because our wine sales will be only a small portion of our business we are within the law.

Thank you so much for your time and consideration.

New Business Plan - Hive & Hollow 2.0

▪ Business Description

Menomonie deserves a place where the community can gather around a truly decadent chocolate truffle, paired with a high quality cup of coffee or glass of wine in the midst of a beautiful, eclectic, sensory environment. This is why we are expanding and opening a botanical cafe within the walls of Hive & Hollow Flower Co., a highly successful florist/gift shop, where we currently design arrangements and handle customer service and inventory along with the countless other tasks required in a small business setting.

Over the last six years in Menomonie we very quickly noticed a trend: people would stop in to shop and then linger for the atmosphere, great vibes, and sensory experience. Customers would often comment "I wish I could bottle this," or "I just want to stay in here all day." Our manager Charis Collins made desserts and curated cocktails for The Duke and Dagger and Mabel Tainter's Spirit Room for the past 10 years. She has built up a loyal following of customers during that time. Sarah Freeman - the owner of Hive & Hollow - and Charis began to hatch a dream - to weave a magical flavor experience into the already magical floral one.

The current plan is to move Hive & Hollow to 222 Main St E August 1, 2024, and incorporate a designated area for customers to enjoy wine and snacks. We will have a cooler for a small selection of chocolate truffles from Legacy Chocolates, along with french press coffee and wines chosen specifically to pair with chocolates and local cheese boards. The plan is to keep the offerings simple, pared down, and of the highest quality, using local seasonal ingredients and options for people with dietary restrictions. We could then branch out, coordinating with events and workshops at Hive & Hollow - for example, people could get together to learn how to make wreaths and also enjoy a mug of mulled wine, or design flower crowns over prosecco. Since the pandemic, we as a community are not getting together as much as we once did, and have suffered as a result. This would be a great way to bring folks back together with care and intentionality.

▪ Market Research/Competitive Analysis

Since losing places like The Barrel Room, Zanzibar, and Legacy Chocolates, Menomonie is severely lacking in places catering to customers looking for a place for a quiet conversation over amazing delicacies paired with quality curated beverages. Even a local landlord who showed us spaces has offered us deals on square footage so that he might enjoy a space like what we're envisioning. Our new location positions us close to entertainment venues like The Mabel Tainter, Cobblestone Hotel, and UW Stout, with regular, high-density foot traffic. We are partnering with Legacy Chocolates in St. Paul, where they are thrilled to see their chocolates available once again to the Menomonie community, which supported that shop with gusto and is feeling its absence.

Hive & Hollow already has a flourishing business, and boasts 3,000 followers on social media. We just won Best Wedding Florist in Volume One's annual Best of the Chippewa Valley reader's poll, and took second place for Best Florist. Our summer is packed with weddings, and our reputation continues to grow. We will continue to focus on sustainable practices, like composting and local sourcing as much as possible to reduce our carbon footprint, as well as focusing on a sit-down experience rather than the to-go market, which would cut down greatly on waste.

Menomonie may have other coffee shops, but none that can offer a full, unique experience like we could, where someone could meet with a friend, browse a bit, sit down for coffee and walk out with a curated treasure or a bouquet of fresh flowers, which feels like a European model.

▪ Target Market/Demographics, Psychographics + Geographics

Since moving to Menomonie, we have noticed a regular complaint among many people in the community: they long for high quality food experiences. There are several places in town to get burgers or a pre-packaged dessert off of a Sysco truck, but zero places that offer legitimate food made with top quality ingredients in a location designed for conversation. Menomonie is a really interesting mix of folks, including a traditional rural population as well as back-to-the-landers and city transplants who have come to enjoy a quieter way of life. Many residents have come from larger cities to Menomonie for teaching and industry jobs, and they are desperate for finer, more thoughtful culinary experiences. We have also noticed a trend toward a more experiential food environment. People in Menomonie want a place where they can enjoy an immersive dining experience, and they're tired of their current choices. Menomonie is relatively close to Eau Claire and the Cities, but not close enough to justify the drive for a quality coffee date.

Since opening in 2018, Hive & Hollow has enjoyed a unique partnership with the Menomonie Market Food Co-op and their clientele. The clientele of both businesses share a little more disposable income, concern for the environment, and a desire to support local businesses with their hard earned dollars. We feel that our new business model fits into that demographic perfectly.

▪ Organization + Management

We are incredibly lucky in that Hive & Hollow already has an amazing, rock-solid staff in place. We are all highly invested in the place, and truly exemplify the model of a woman-run business. Everyone working is competent, conscientious and consistent, and we are all deeply respectful of each other's work and time. Employees are always willing to jump in and cover when someone is sick or has an emergency. We 100 percent have each other's backs, and a trusted team is absolutely in place.

Currently the plan would be for two employees to work in the store so that we could serve customers in a timely fashion. Sarah Freeman would continue as owner of Hive & Hollow, and Charis would manage the bar, while all employees could continue serving all parts of the business. Part of the plan has always been to keep things very simple and streamlined, so employees could easily serve desserts or sell truffles and make pour-over/French press coffee. The Scandinavian style we would adopt adheres to a high quality, no-fuss model. The emphasis would be on intentionality and care rather than speed, and customers would be encouraged to enjoy, browse, and breathe it all in while they wait.

▪ Marketing Plan

As mentioned before, Hive & Hollow already has an established, significant following, both in-store and on social media. We would have the benefit of using those platforms to invite in current patrons along with new folks who might be curious. We will also of course be alerting the media and participating in local advertising where it makes sense to do so. Bringing Legacy Chocolates back to town alone would make our shop a destination for many. We will have eye-catching signage and beautiful displays in our front cases, and that, paired with a bustling downtown location will attract significant foot traffic.

▪ Finance Plan + Budget

We are fortunate enough to be launching from within a thriving business, which is half the battle. We already have the benefit of being able to order wholesale, and as we are all avid thrifters, we are already well set with different kinds of furniture we will need to create a small cafe-type environment. We grow our own flowers to put on cafe tables, and know how to do good work on the cheap. Our general modus operandi is all about

keeping overhead low and finding high quality used equipment, which not only saves us money, but keeps a usable appliance out of the landfill.

The main expenses for this venture will include the following:

- 1) painting the interior
- 2) new lighting
- 3) an industrial cooler
- 4) a bar sink
- 5) an ice machine
- 6) bar stools, tables, chairs
- 7) various bar supplies

We have received several business grants including:

- Explore Menomonie Community Enhancement Grant for \$1000
- Downtown Menomonie Sign Grant for \$150
- Downtown Menomonie Beautification Grant for \$1000

HIVE & HOLLOW

FLOWER CO.

Hive & Hollow Menu Items **222 Main Street, Menomonie**

French press coffee with cream offered

Iced coffee

Tea, assorted herbal and caffeinated

Non-alcoholic cocktails

Wine (pending class C wine license)

Prepackaged food items:

Legacy chocolate truffles

Packaged shortbreads and candies

Packaged gourmet chocolates

Packaged candy bars

Packaged nuts

Packaged crackers



**DUNN COUNTY HEALTH
DEPARTMENT**

License, Permit or Registration

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Wisconsin statutes and is here by authorized to engage in the activity as indicated below.

ACTIVITY Retail Food - Not Serving Meals, Simple - Simple TCS < \$25k	EXPIRATION DATE 30-Jun-2025	I.D. NUMBER AFAR-D78PEM
LICENSEE MAILING ADDRESS HIVE & HOLLOW, LLC N5150 410TH ST MENOMONIE WI 54751	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS HIVE & HOLLOW 222 MAIN ST E MENOMONIE WI 54751

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "*Lease*") is made and entered into as of this 1st day of July, 2024 (the "*Effective Date*"), by and between **Tainter Properties LLC**, a Wisconsin limited liability company ("*Landlord*"), and **Hive and Hollow**, ("*Tenant*").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, the parties hereto do hereby covenant and agree as follows:

ARTICLE 1 - DESCRIPTION OF PROPERTY TO BE LEASED

Section 1.1 Premises. In consideration of the rents and covenants and subject to the terms herein set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord those certain premises located at 222 Main Street East, Menomonie, Wisconsin 54751, containing a retail space consisting of approximately One Thousand Fifty-Two Square Feet (975 SF) of floor area (the "*Premises*"). The Premises are located within a commercial and residential building which consists of approximately Three Thousand One Hundred and Twenty Square Feet (3,120SF) of leasable floor area on the retail level (the "*Building*"), on certain real property being further identified as Dunn County Tax Parcel ID No. 1725122813263100028.

Section 1.2 Use. The Premises shall be used exclusively for the lawful retail sale of alcohol, coffee, baked goods, floral items, vintage consignment, handmade gift items and some premade gift items bought online for example, during the summer yard ornaments, and related uses, unless otherwise approved in writing by Landlord.

Section 1.3 AS-IS Condition.

(a) AS-IS Condition; Tenant Improvements. Tenant has had an opportunity to inspect the Premises and accepts the Premises in its current "AS-IS" condition and agrees to make any updates or improvements to the Premises as desired by Tenant for operations therefrom, including, but not limited to, Tenant's Work described in Section 1.4 below, so long as such improvements comply with the terms of this Lease and any applicable laws or ordinances. No material or structural improvements shall be made to the Premises until Landlord has approved of Tenant's plans in advance (with such approval not to be unreasonably withheld, conditioned or delayed). Prior to performing any material or structural improvements, Tenant shall procure all building, occupancy or other permits or licenses required for the improvements to be made to the Premises by Tenant. Tenant shall indemnify Landlord from any damages or costs incurred by Landlord in connection with Tenant's improvements, and Tenant shall not allow an liens to be placed against the Building in connection with Tenant's improvements.

(b) Fixtures. Tenant shall provide all trade fixtures and equipment necessary for Tenant's operations in the Premises, including, but not limited to: phone and computer systems, data and telecom wiring and service, furniture, trade fixtures, signs, equipment and inventory.

Section 1.4 Tenant's Work. Tenant shall construct and install certain necessary leasehold improvements required to update and renovate the Premises and operate Tenant's business therefrom ("Tenant's Work"), at Tenant's sole cost and expense and in a first-class condition. No such Tenant's Work shall be made until Landlord has approved of Tenant's Work in advance (with such approval not to be unreasonably withheld, conditioned or delayed). Prior to performing Tenant' Work, Tenant shall procure all building, occupancy or other permits or licenses required for the improvements to be made to the Premises by Tenant. Tenant shall indemnify Landlord from any damages or costs incurred by Landlord in connection with Tenant's Work, and Tenant shall not allow any liens to be placed against the Building in connection with Tenant's Work. Tenant's Work shall include, at a minimum, the following improvements: (i) updated wall paint

Section 1.5 Landlord's Work.

(a) Landlord shall perform the following improvements at the sole cost of Landlord: (i) supply Tenant with reimbursement of wall and/or ceiling paint, not to exceed \$500 in value, (ii) replace South door with new "storefront" glass/aluminum door and sidelight in a similar fashion to the front door, (iii) lower front staging area to approximately 20" in height.

(b) Landlord shall perform the following improvements, with costs to be equally shared between the Landlord and Tenant: (i) Procurement and installation of mutually agreed upon lighting for 2000 sq ft.

ARTICLE 2 -LEASE TERM

The term of this Lease shall be for a period of five (years) years and two (2) months (the "Term"), commencing on the Effective Date, and expiring on May 31, 2027.

ARTICLE 3 - RENT

Section 3.1 Rent for Term. Tenant shall commence paying Landlord rent for the Premises (the "*Base Rent*") on the Effective Date, and thereafter on or before the first day of each month for the remainder of the Term. Base Rent for the Term shall be as follows:

<u>Month/Year</u>	<u>Monthly Base Rent</u>
August 1, 2024 – December 31, 2025	\$1750/month
January 1, 2026 – December 31, 2026	\$1875/month
January 1, 2027 – December 31, 2027	\$2000/month
January 1, 2028 – December 31, 2028	\$2150/month

January 1, 2029 – May 31, 2029

\$2250/month

Section 3.2 Rent for Extended Term. In the event the Term of this Lease is extended for any Extended Term(s), the parties shall negotiate in good faith the Rent to be paid by Tenant for any such Extended Term(s). In the event the parties are unable to reach an agreement on the Rent amount within thirty (30) days prior to the expiration date of the then expiring Term or Extended Term, as the case may be, either party may elect to terminate the Lease as of the expiration of the then-expiring Term/Extended Term by providing written notice to the other party.

Section 3.3 Place of Payment; Processing Fee. Unless otherwise directed by Landlord, Rent is payable to Landlord by automated electronic payments to be made to an account designated by Landlord via the "Tenant Cloud" property management software application (or any other automated payment solution or electronic means reasonably requested by Landlord from time to time). If Tenant does not make Rent payments through Tenant Cloud, or other similar software application reasonable requested by Landlord, Tenant shall be assessed a monthly processing fee of One Hundred Fifty Dollars (\$150.00) per month until Tenant complies with Landlord's request for electronic payment of Rent.

Section 3.4 Security Deposit. Tenant shall deposit with Landlord the sum of Two Thousand Seven Hundred & Seventy-Five and 00/100 Dollars (\$2775), being equal to approximately one and one half (1.5) months Rent, as a security deposit for the full and faithful performance of every provision of this Lease to be performed by Tenant (hereinafter, the "**Security Deposit**"). The Security Deposit shall not be assigned, transferred or encumbered by Tenant and any attempt to do so by Tenant shall not be binding upon Landlord. Landlord may apply all or any part of the Security Deposit to the payment of any Rent or other charges not paid when due, the repair of damage to the Premises or Building, or the payment of any other amount which Landlord may spend or become obligated to spend by reason of any default by Tenant hereunder, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of a default by Tenant, to the fullest extent permitted by law. If any portion of the Security Deposit is so applied, Tenant shall, within ten (10) days after written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the amount required pursuant to the terms of this Section 3.4. Landlord shall not be required to keep the Security Deposit separate from its general funds, Tenant shall not be entitled to interest on the Security Deposit, and no trust relationship is created with respect to the Security Deposit. In the event Landlord sells, ground leases or assigns the Building or a portion of the Building containing the Premises, or otherwise terminates its interest in this Lease, then Landlord may assign the Security Deposit to such purchaser, ground lessor, successor or assignee without further liability to the Tenant. The unused portion of the Security Deposit, if any, shall be returned to Tenant within twenty-one (21) days after the expiration of this Lease or any termination of this Lease not resulting from a default by Tenant, provided that Tenant has vacated the Premises in the manner required by this Lease and provided further that Landlord may retain the Security Deposit until such time as any amounts of Rent or other charges due from Tenant have been determined and paid in full.

Section 3.5 Early Termination Option. Notwithstanding anything contained herein to the contrary, in the event of a recurrent cancer diagnosis for Sarah Lambert Freeman, being a principal of Tenant, Tenant shall have the option to terminate this Lease by providing written notice of termination to Landlord at least six (6) months prior to the date on which Tenant desires to terminate the Lease. However, if Tenant has been paying rent in a timely manner for thirty-six (36) months, the required written notice to Landlord shall be reduced to three (3) months prior to the desired termination date.

ARTICLE 4 - TRANSFER OF TITLE

In the event that Landlord conveys its interest in the Premises to any other person or entity, Tenant shall thereafter pay rents or any other charges under this Lease to any such transferee after Tenant has been notified of such conveyance. In the event of any sale or other transfer of the Premises or an assignment of this Lease by Landlord, Landlord shall be entirely relieved of all obligations hereunder accruing after the date of the transfer.

ARTICLE 5 - TAXES AND UTILITIES

Section 5.1 Real Estate Taxes. Landlord shall be responsible for all general real estate taxes assessed and/or special assessments levied against the Premises during the Term.

Section 5.2 Other Taxes. Tenant shall be responsible for, and shall pay before delinquency, all municipal, county, state and federal taxes assessed during the Term against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises and/or Building by Tenant.

Section 5.3 Utilities and Services. Except as provided herein, Tenant shall be responsible for all utilities and services at the Premises, including, but not limited to, water, sewer, heat, gas, communications, data, electricity, janitorial services, furnished to or consumed at the Premises during the Term. To the extent possible, all such utilities shall be in the name of Tenant and billed directly to Tenant. Landlord shall be responsible for the removal of snow and ice from the sidewalks and entryways serving the Building, and shall also be responsible for garbage/waste removal services. Tenant shall maintain sufficient heat in the Premises so as to prevent the bursting of pipes and to maintain the integrity of the Premises

ARTICLE 6 – INSURANCE

Section 6.1 Property Insurance. Landlord shall be responsible for maintaining fire and all risk insurance covering the Building and improvements, with such coverage and terms deemed necessary by Landlord. Tenant shall, at its own cost and expense, carry insurance against fire, casualty, vandalism, malicious mischief and such other perils as are included in a standard extended coverage endorsement insuring any betterments and improvements made by Tenant to the Premises and all trade fixtures, furnishings, equipment, inventory and all other items of personal property located at the Premises.

Section 6.2 Commercial General Liability Insurance. Tenant shall also procure and continue in effect a policy of commercial general liability insurance with respect to the Premises. Such policy shall cover liability for death or bodily injury to any one person in a sum of not less than One Million Dollars (\$1,000,000) and in an amount of not less than Two Million Dollars (\$2,000,000) for death or bodily injury of more than one person in any one accident, and shall cover liability for property damage in any one accident, mishap or casualty in the amount of One Million Dollars (\$1,000,000), and such insurance shall include an endorsement attached to the policy naming Landlord and Landlord's lender as additional insured's on a primary and noncontributory basis. Such required amounts of coverage may from time to time be increased by Landlord to such amounts as are then reasonable and customary in the community, provided that such amount shall not be increased more than once per calendar year. *For the avoidance of doubt*, Landlord shall have the full benefit of the total limits of liability for any commercial general liability insurance procured and/or maintained by Tenant with respect to the Premises (specifically including the benefits of any coverage limits which exceed the coverages required hereunder), and such coverage shall be on a primary and noncontributory basis. Landlord shall carry commercial general liability insurance covering the Building, including the Common Area, with a minimum limit of One Million Dollars (\$1,000,000) for any casualty resulting in bodily injury, death, or property damage for each occurrence and a minimum limit of Two Million Dollars (\$2,000,000) general aggregate.

Section 6.3 Proof of Insurance. Proof of insurance shall be delivered by Tenant to Landlord within fifteen (15) days of Landlord's request therefore. Tenant, upon the anniversary of each policy of insurance required in this Article, shall deliver to Landlord certificates (or at Landlord's request, the actual policies together with endorsements) evidencing the existence and/or renewal of same, and each policy shall provide that such policy of insurance may not lapse, terminate or be modified or amended without thirty (30) days prior written notice to Landlord and its lender of such lapse, termination, modification or amendment from the insurer.

ARTICLE 7 – INDEMNIFICATION & COVENANT TO HOLD HARMLESS

Except for claims arising out of the gross negligence or willful misconduct of Landlord or Landlord's employees or agents, or as a direct result of Landlord's intentional breach of the terms and conditions of this Lease:

- (a) Landlord shall not be responsible to Tenant for damage to the Premises or the personal property or business of Tenant, and Tenant shall not have a cause of action nor a right of action to collect for the same against Landlord;
- (b) Tenant does hereby waive any and all right of recovery against Landlord, Landlord's employees and agents for loss occurring to the Premises, Tenant's personal property or business; and
- (c) Tenant covenants and agrees that it will defend, indemnify, and save Landlord free and harmless from any and all claims for injury and damages to persons or property,

all costs and expenses (including all attorney's fees and expenses of Tenant and Landlord) causes of actions, suits, claims, demands, or judgments of any nature arising from Tenant's use, misuse or occupancy of the Premises or arising from any breach by Tenant of any covenant or obligation made and to be performed by it under the terms of this Lease.

ARTICLE 8 - FIRE OR OTHER CASUALTY

Section 8.1 Destruction of Premises. If the Premises or the Building shall be damaged or destroyed by fire or other casualty, then Landlord, forthwith and with due diligence, shall, unless Landlord's Lender requires that insurance proceeds be paid to it as a prepayment of Landlord's loan, repair and restore the Building and the Premises to their condition immediately prior to such damage or destruction. Until such repairs and restoration have been accomplished a portion of the Rent equal to the proportion of the Premises rendered unusable by the damage shall abate, provided, however, that any other payments payable during such period shall not abate (including, but not limited to, payment to Landlord of the rental interruption insurance proceeds required under Section 6.1). If the damage or destruction referred to in this Article amounts to at least fifty percent (50%) of the value of the Building and occurs during the last two (2) years of the Term of this Lease, then and in such events, either Landlord or Tenant shall, by notifying the other within thirty (30) days of the damage or destruction, each have the right and option, at the election of either of them, to terminate this Lease effective as of the date of such happenings, and any unearned rents paid in advance shall be refunded. In such event, all insurance proceeds shall be paid to Landlord to use in such manner as Landlord in its sole discretion chooses, except that Tenant shall, provided it is not in default under this Lease, be entitled to insurance proceeds relating to Tenant-owned furniture, fixtures and equipment, or other Tenant-owned personal property, and Landlord and Tenant covenant and agreed to cooperate to accomplish such result. If this Lease shall not be so terminated, the Building and Premises shall be repaired and restored as hereinbefore provided.

Section 8.2 Use of Insurance Proceeds for Repair and Restoration. For the purpose of making such repairs and restorations, Tenant agrees that the insurance proceeds may, unless Landlord's lender requires that insurance proceeds be used to prepay Landlord's lender its loan, be used for the payment thereof in accordance with reasonable payout procedures established by Landlord to insure that there are sufficient funds available for such repairs and restoration and that such work is done in a good and workmanlike manner in accordance with Landlord's plans and specifications and free from any liens for services, materials or supplies. Further, if any surplus remains after completion of such rebuilding and/or repair and full payment therefore, such surplus shall be paid over to and become the property of Landlord unless Landlord's lender has required that such insurance proceeds be paid to it as a prepayment. If Landlord repairs or rebuilds, then Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to the damage or destruction. Tenant agrees during any period of reconstruction or repair of the Premises and/or the Building to continue the operation of its business in the Premises to the extent reasonably practicable.

ARTICLE 9 – ASSIGNMENT

Tenant shall not assign, mortgage, or encumber this Lease or sublet or permit the Premises or any part thereof to be used by others without prior written consent of Landlord in each instance, which consent will not be unreasonably delayed or withheld. In the event of an assignment of this Lease by Tenant, even if approved by Landlord, Tenant shall remain liable for all obligations under this Lease.

ARTICLE 10 - REPAIRS AND MAINTENANCE

Section 10.1 Maintenance by Tenant. Tenant shall be responsible for keeping the Premises, including, without limitation, interior doors, floors, plate glass, windows, sashes, heating, plumbing, electric, and air conditioning equipment, in good repair, and shall do all necessary painting of such Premises, make all necessary replacements or renewals of said appurtenances, replace all light bulbs, and upon the termination of this Lease surrender said Premises and appurtenances in good repair, reasonable wear and tear and damage by the elements excepted. Except as provided otherwise herein, Tenant shall maintain all of the heating, ventilation and air conditioning equipment (“HVAC”), plumbing, electrical equipment and utilities exclusively serving the Premises, shall make plate glass replacements and shall maintain and make all repairs and/or replacements to the interior of the Premises in a manner so as to maintain the Premises in a good and safe condition. Tenant shall be responsible for the repair and/or replacement of all HVAC equipment exclusively serving the Premises. Tenant shall make all repairs and/or replacements required by causes not the fault of Landlord, or by fire, casualty, the elements, dry rot or termites. Tenant shall be responsible for the installation, maintenance, and repair of all specialty lighting, all equipment, interior décor, furniture and fixtures, and telephone and data wiring equipment. Notwithstanding anything contained in this Lease to the contrary, Tenant shall also be responsible for regular cleaning of the Common Area hallway(s) and bathroom serving the Premises.

Section 10.2 Maintenance by Landlord. Landlord shall be responsible for the repair and replacement of all structural components of the Building, and shall keep the same in good working condition, including, but not limited to, the roof, structural floor, structural and exterior walls, Landlord-provided fixtures, common area doors, foundations, paving, heating and air conditioning systems (including the HVAC system serving the Premises), plumbing systems, electrical systems and the utility systems serving the Premises, with the exception of any repair or replacement of any component of the Premises or Building damaged as a result of the negligence or misconduct of Tenant, or its agents, guests, customers, contractors, representatives or employees. Landlord shall maintain, repair, and adequately light the entryways to the Building. Landlord shall clean and promptly remove snow and ice from the entryways and sidewalks serving the Building in a timely manner.

Section 10.3 Hazardous Substances. Tenant shall neither introduce, dispose of, store, or handle any hazardous or toxic material or substance (as defined in any federal, state or local law, rule, ordinance, regulation or directive) except those necessary to maintain its business as allowed by law or regulation on or about the Premises nor install any storage tank, whether above or below ground level in, under, about or upon the Premises. In the event that any hazardous or toxic material or substance is introduced, disposed of, stored or handled by Tenant on or about the

Premises, Tenant, at Tenant's expense, shall properly remove and dispose of the same. Tenant hereby indemnifies and saves and holds Landlord harmless from and against any liability, obligation, damage or cost, including, without limitation, attorney's fees and costs resulting directly or indirectly from Tenant's introduction, removal or disposal of any such hazardous or toxic material or substance or installation of any storage tank, including, without limitation, costs of testing and any remediation and clean-up costs. The provisions of this paragraph shall at all times be complied with, and the indemnification obligation contained herein is expressly stated to survive the termination of this Lease, whether by lapse of time or otherwise.

Section 10.4 Emergency Repairs. If, in an emergency situation, a repair to the Premises and/or the Building, which Tenant is obligated to perform, is required, Landlord shall, if possible without creating greater risk of danger or damage, make all reasonable efforts to contact Tenant by telephone to advise Tenant of the need for the repair. If after making reasonable efforts to contact Tenant (or without notice if greater danger or damage might ensue), either Landlord is unable to contact Tenant or if Landlord succeeds in contacting Tenant and Tenant fails to undertake action to correct the emergency situation within one (1) business day, Landlord may perform the repair, in such manner as Landlord deems reasonably necessary, on behalf of Tenant. Upon completion of the repair, Tenant shall be required to reimburse Landlord for the actual cost of the repair as additional rent. Tenant's payment shall be due within thirty (30) days after receipt of Landlord's bill. In the event Tenant fails to make payment to Landlord for the repair within thirty (30) days, such failure shall constitute a default hereunder and the amount due shall bear interest at the Default Rate described below. For the purpose of this paragraph, an emergency situation means a condition or state of facts which, if not corrected, would result in further damage to the Premises, the Building or its contents or which would prevent Tenant from conducting its business at the Premises in a reasonable manner.

Section 10.5 Compliance with Laws. Tenant shall comply with all valid requirements of public authorities regarding the manner of the conduct of Tenant's business in the Building and on the Premises. Tenant shall make all changes or installations, and pay the cost, if any, of all inspections required to comply with valid requirements of public authorities as they apply to the Premises and/or the Building.

ARTICLE 11 – ALTERATIONS

Tenant, at Tenant's cost and expense, may make alterations and additions to the Premises provided that Tenant shall obtain Landlord's written consent before making any structural changes to the Premises or its exterior appearance and any other material change (i.e. those changes that would cost Ten Thousand Dollars (\$10,000) or more to complete in any one or related instance), which consent shall not be reasonably withheld or delayed. Tenant, at Tenant's cost and expense may also install wireless equipment on the roof of the Building with Landlord's written consent. Tenant shall further be responsible for any and all additional repairs that may arise from the installation of such wireless equipment. As a condition to granting such approval, Landlord shall be entitled to request approval of Tenant's plans thereof as well as assurance that Tenant has the funds available to fund the full cost of such work. Landlord shall cooperate in securing necessary permits and authority so long as Landlord does not incur any cost, expense or liability in connection

therewith. Tenant shall not permit any mechanics' or other liens to be filed against the Premises for work or material furnished Tenant. All such work by Tenant shall be done by contractors selected by Tenant and acceptable to Landlord and shall comply with the requirements of all public authorities having jurisdiction over the Premises. All such work shall be done in a good and workmanlike manner, free and clear of all liens and encumbrances for labor and materials furnished to Tenant and with proper insurance coverage (including workers compensation coverage) naming Landlord as an additional insured.

ARTICLE 12 – SIGNS

Tenant may install and operate, at Tenant's cost and expense, interior and exterior signs with Landlord's prior consent, which consent will not be unreasonably withheld, and in so doing shall comply with all lawful requirements. Any Tenant signs on the exterior of the Building shall consist of professional channel letter signage; no temporary or vinyl signage or banners will be allowed on the exterior of the Building.

ARTICLE 13 - COMPLIANCE WITH LAWS AND REGULATIONS

Tenant and Landlord, as applicable, will comply with all statutes, ordinances, rules, orders, regulations and requirements of all federal, state, city and local governments concerning the use and occupancy of the Premises.

ARTICLE 14 – SUBORDINATION; NONDISTURBANCE

Section 14.1 Subordination. Landlord reserves the right and privilege to subject and subordinate this Lease to the lien of any construction mortgage or other mortgages placed upon the Premises. Landlord shall cause any such mortgage to contain provisions requiring the holder of the indebtedness secured by such mortgage to mail to Tenant by registered mail a copy of each notice of breach of covenant, default, or foreclosure given by such holder. If Landlord defaults in payment of any installment of interest or principal payable under such mortgage or in the performance of any other covenant, Tenant may perform any such covenant or pay any such installment or cost of performance of covenants and any other costs incurred by Tenant, and deduct any amount so paid from future rent payment(s).

Section 14.2 Nondisturbance. Subject to the covenants, terms and conditions of this Lease, this Lease shall be subordinated to the lien of said mortgage. If there shall be a conflict between the terms of said Lease and the terms of said mortgage, the terms of said Lease shall prevail. If Landlord's Lender or any other party (each a "**Successor Landlord**") acquires title or right of possession of the Premises under said mortgage through foreclosure, or otherwise, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Premises in accordance with the terms and provisions of said Lease so long as Tenant is not in default of any terms hereof. In such event, during the period that it holds title to or possession of the Premises, Successor Landlord shall be in all respects bound by this Lease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to this Lease will be in full force and

effect once Successor Landlord succeeds to the interest of Landlord under this Lease and once Successor Landlord is bound by all of the terms and conditions of said Lease.

ARTICLE 15 - EMINENT DOMAIN

Section 15.1 Substantial Taking. If the whole Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate as of the day possession is taken by the public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance.

Section 15.2 Partial Taking. If more than fifty percent (50%) of the Premises or more than fifty percent (50%) of the parking used in connection therewith are taken, then either party shall have the option to terminate this Lease upon written notice to the other given within ninety (90) days after the date of such taking and this Lease shall then terminate thirty (30) days after the giving of such notice. In the event that this Lease shall terminate or be terminated under the provisions of this paragraph, the rental and other charges hereunder shall, if and as necessary, be equitably adjusted. Upon such adjustment, Tenant shall pay rent up to the date of taking with an appropriate refund by Landlord of such rent as may have been paid in advance.

Section 15.3 Rent Reduction in Lieu of Termination. If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions of this Article, then the rent, and all other charges hereunder shall be equitably apportioned according to the space so taken; and the Landlord, at its sole cost and expense, shall promptly (i) make all repairs to the Building to the extent necessary to constitute the Building a complete architectural unit, and (ii) restore the remaining portion of the Premises, including any permanent betterment and improvements thereto excluding Tenant's merchandise, trade fixtures, equipment or decorative items, to a condition substantially equal to the condition of the Premises immediately prior to such taking and in conformity with and pursuant to all applicable requirements of law and duly constituted governmental authority. In no event shall Landlord be obligated to expend for such repairs an amount in excess of the condemnation proceeds available for such rebuilding or restoration. In the event that this Lease shall be terminated, as herein provided, the parties hereto shall be released from their respective obligations hereunder accruing subsequent to the date on which this Lease is so terminated, but Tenant shall remain liable for the payment of rent (including percentage rent, if any) and other charges and the performance of all of the terms and provisions of this Lease due and owing or accrued up to and including the date of such termination.

Section 15.4 Proceeds from Taking. All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to Landlord without any participation by Tenant. However, nothing herein contained shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of the value of stock, trade fixtures, furniture, and other personal property belonging to Tenant, although no such claim shall diminish or otherwise adversely affect the compensation awarded or paid to Landlord except to the extent that payments to the Tenant are for Tenant's direct losses.

ARTICLE 16 – ACCESS BY LANDLORD

Tenant shall provide Landlord reasonable access to the Premises. In any event, Tenant will permit Landlord, or its agent, upon twenty-four (24) hour prior notice, to enter the Premises at any reasonable time during the Term of this Lease for the purpose of inspecting the Premises, Tenant's improvements and maintenance thereof. In case of an emergency and if Tenant is not present to permit entry, Landlord or any of its representatives may enter the same forcibly without rendering Landlord or its representatives liable therefore or affecting Tenant's obligations under this Lease. The exercise by Landlord of any of its rights under this provision shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises. During the last ninety (90) days of the Term, Landlord shall be permitted to advertise the Premises for re-letting, including, but not limited to, placing any "For Lease" or similar marketing signs at the Premises.

ARTICLE 17 - TRADE FIXTURES

Tenant shall furnish and pay for any and all equipment, furniture, trade fixtures, and signs. Upon the termination of this Lease for any reason whatsoever, the above property shall be subject to any statutory lien rights available to Landlord under the laws of the State of Wisconsin.

ARTICLE 18 - QUIET ENJOYMENT

Landlord covenants that Tenant, upon paying the Rent and upon the due performance of all terms, covenants, conditions, and agreements herein contained, shall have, hold, and enjoy the Premises free from molestation, eviction, or disturbance by Landlord, or by any other person or persons lawfully claiming the same, and that Landlord has good right to make this Lease for the full term granted.

ARTICLE 19 - SUBROGATION RIGHTS

Each of the parties hereto mutually release and discharge the other, and any officer, agent, employee or representative of such party, of and from any liability whatsoever, and waive all right of recovery against the other, for any loss of or damage or injury to the property of each, including earnings derived there from, caused by or resulting from fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance, regardless of the cause of such loss, or injury even though it results from some act or negligence of a party hereto, its agents or representatives; provided, however, that this provision shall be inapplicable if it shall have the effect, but only to the extent that it would have the effect, of invalidating the insurance coverage of the parties hereto. Each party shall immediately notify the other in writing if any of its applicable insurance policies shall no longer permit waiver of liability or contain a waiver of subrogation. Landlord and Tenant shall each, forthwith after the execution of this Lease, procure from their insurers under all policies of insurance, now and hereafter during the term hereof existing and purchased by either or both, a waiver of all rights of subrogation which the insurers under the policies might otherwise have against the other, the waiver to be in writing and for the express benefit of the other.

ARTICLE 20 - DEFAULT AND REMEDIES

Section 20.1 Acts of Default of Tenant. Each of the following shall be deemed a default by Tenant and a breach of this Lease:

(a) Failure to pay any of the Rent and/or other payments herein required, or any part thereof, for a period of more than five (5) days after written notice of the past due date is given by Landlord to Tenant.

(b) Failure to do, observe, keep, and perform any of the terms, covenants, conditions, agreements, and provisions in this Lease for a period of thirty (30) days after written notice of such failure is given by Landlord to Tenant.

(c) At the sole discretion of Landlord, the following acts shall constitute a default under this Lease: the filing by Tenant of a petition for relief under the Bankruptcy Act of the United States, as amended; the filing by Tenant of a petition for relief under any state bankruptcy, receivership, or any insolvency statute; the making by Tenant of any assignment for the benefit of its creditors, or any appointment of a receiver or trustee for Tenant for all or part of its property; or the taking by execution of any of Tenant's rights hereunder.

Section 20.2 Acts of Default of Landlord. Landlord shall breach this Lease by its failure to do, observe, keep, and perform any of the terms, covenants, conditions, agreements, and provisions in this Lease to be done, observed, kept, and performed by Landlord for a period of more than thirty (30) days after written notice of such failure is given by Tenant to Landlord.

Section 20.3 Remedies. Upon the happening of any of the acts of default set forth above, Landlord or Tenant, as applicable, shall have the right to elect one or more of the following remedies:

(a) Landlord or Tenant, as applicable, may terminate this Lease upon a specified date not less than thirty (30) days after the date of notification in writing to the other of an act of default set forth in Sections 20.1 or 20.2, unless such default has been cured within said thirty (30) day period; *provided, however*, that Landlord may terminate this Lease upon a specified date not less than five (5) days after the day of notification in writing to Tenant of a default set forth in Section 20.1(a), unless such default has been cured within said five (5) day period.

(b) If Tenant commits an act of default, Landlord may re-enter the Premises upon a specified date not less than thirty (30) days after the date of notification in writing to Tenant by Landlord of the act of default unless such default was cured within said thirty (30) day period. Tenant shall not deem such re-entry abandonment. Upon Landlord's re-entry, Tenant shall remain liable for all rentals due Landlord for the Term of this Lease; provided, however, that Landlord shall use its best efforts to relet the Premises on behalf of Tenant upon the best terms and conditions available in the marketplace, and to credit Tenant with the rentals received by Landlord for such reletting.

(c) In the event of a default described in Section 20.1(c), Landlord may elect to accept rentals from any trustee, receiver, or other agent to occupy the Premises so long as said trustee, receiver, or other agent performs all of the other terms and conditions of this Lease. Nothing herein shall be constructed to give to any trustee, receiver, or other agent any right, title, or interest in or to the Premises or any leasehold interest therein.

(d) Landlord or Tenant, upon default by the other party, as applicable, of any of the terms and conditions contained in this Lease, shall have the right to exercise any remedy at law or equity as provided by the laws of the State of Wisconsin.

(e) Notwithstanding anything in this Section to the contrary, any cure of a default which cannot reasonably be completed within thirty (30) days must be undertaken within said thirty (30) day period and completed within a reasonable period of time thereafter.

ARTICLE 21 - SURRENDER UPON TERMINATION OF LEASE

Section 21.1 Surrender. At expiration or termination of this Lease, Tenant agrees to: (a) surrender possession of the Premises to Landlord; (b) remove at Tenant's expense, Tenant's trade fixtures, exterior signs, and those interior and other improvements made by Tenant which Landlord designates by written notice delivered not less than thirty (30) days after such expiration; and (c) otherwise return the Premises to Landlord in good condition, ordinary wear and tear excepted. In no event shall Landlord's notice require Tenant to remove any improvements and/or alterations attached to the realty or not identified when initially installed. Notwithstanding the foregoing, Landlord agrees that although affixed to the Premises, Tenant's trade fixtures which include without limitation all machinery and equipment used in the operation of Tenant's business, telephone alarm systems, attached and unattached showcases and shelving and display units, which are placed on the Premises by Tenant from time to time during the Term of this Lease shall be the property of Tenant and at the expiration or termination of this Lease shall be removed from the Premises by Tenant. Tenant agrees to be responsible and perform repairs occasioned by the removal of Tenant's trade fixtures and equipment from the Premises in accordance with the provisions of this Section.

Section 21.2 Holdover. If Tenant fails to surrender the Premises on the date that the Lease expires or terminates, Tenant's continued occupancy shall be deemed to be a tenancy from month-to-month and such tenancy shall be subject to all of the provisions of this Lease in effect at the time of holdover. Tenant shall pay Rent at the rate of One Hundred Fifty percent (150%) of the current Rent at the time of holdover during the month-to-month lease period.

ARTICLE 22 - COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Tenant shall be responsible for assuring that the Premises complies with applicable building codes and governmental rules and regulations including, but not limited to, the provisions of the American with Disabilities Act.

ARTICLE 23 - PERSONAL GUARANTY

Sarah K. Lambert Freeman shall personally guaranty Tenant's covenants and obligations contained in this Lease and all payments due by Tenant under this Lease, and shall execute any documentation necessary to evidence said personal guaranty, including the guaranty document attached hereto as Exhibit A. The party acknowledges and agree that this personal guaranty is a material term of this Lease, the absence of which would have resulted in Landlord refusing to enter into this Lease.

ARTICLE 24 – MISCELLANEOUS

Section 24.1 Force Majeure. In the event that Landlord or Tenant is delayed, hindered in, or prevented from the performance of any act required hereunder by reason of: strikes, lockouts, labor troubles; inability to procure labor or materials; failure of power; restrictive government laws or regulations; pandemic; riots; insurrection; the act, failure to act or default of the other party; war; unusual weather conditions; or other reason beyond their reasonable control, then performance of such act shall be excused for the period of the delay. The period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The party claiming delay shall provide immediate written notice to the other to be excused from timely performance. For purposes of this Lease, the financial inability of Landlord or Tenant to perform any required act shall not be deemed to constitute a force majeure event.

Section 24.2 Duplicates; Recordation. The parties shall at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form lease, setting forth a description of the Premises, the term of this Lease, and any other portions thereof, excepting the rental provisions, as either party may request.

Section 24.3 Consent Not to be Unreasonably Withheld. Whenever Tenant requests any consent, permission, or approval which may be required or desired by Tenant pursuant to the provisions hereof, Landlord shall not unreasonably withhold or postpone such consent, permission, or approval. If Tenant requests such consent, permission, or approval in writing and Landlord does not notify Tenant of its express disapproval thereof within forty-five (45) days after the receipt of such request setting forth its reasons therefore, such consent, permission, or approval shall be deemed to have been granted.

Section 24.4 Covenants Running with Land. All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the land and shall bind and attach and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, transferees, successors and assigns, except as otherwise provided herein.

Section 24.5 No Waiver. No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same covenants.

Section 24.6 Arrears; Late Fees. All arrearages in the payment of Rent or any other payment required by Tenant under this Lease shall bear interest from the date when due, except for a five (5) day grace period, and payable at the rate of twelve percent (12%) per annum until paid (the "*Default Rate*"). Further, Tenant shall pay Landlord a late fee equal to ten percent (10%)

of the then current monthly Rent payment if the Rent has not been received by Landlord by the 5th day of the month.

Section 24.7 Written Modifications. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing signed by Landlord and Tenant or their duly-authorized agents or attorneys.

Section 24.8 Notices. Any notice, offer or demand required to be sent hereunder shall be (i) delivered in person, (ii) sent by registered United States mail, return receipt requested, or (iii) deposited, cost paid, with a nationally recognized, reputable overnight courier, addressed to the respective parties at:

To Landlord:

Tainter Properties LLC
616 3rd Street E
Menomonie, WI 54751
Attn: Jeremiah Gerdin
Email: hyggepropertieswi@gmail.com

To Tenant:

Sarah K. Lambert Freeman
N5150 410th Street
Menomonie, WI 54751
Email: hello@hiveandhollow.earth

Nothing herein contained shall be constructed as prohibiting the parties respectively from changing the place at which notice is to be given, but no such change shall be effective unless and until it has been accomplished by written notice given in the manner set forth in this paragraph.

Section 24.9 Liability Continued. All references to Landlord and Tenant refer to the persons or entities who, from time to time, occupy the positions, respectively, of Landlord and Tenant, although this shall not be construed as relieving a person of any liability incurred by them by reason of or in connection with their having been Landlord or Tenant at one time.

Section 24.10 Governing Law. All of the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Wisconsin as such laws relate to the respective rights and duties of landlords and tenants.

Section 24.11 Rules of Interpretation. The language used in this Lease shall be deemed to be the language chosen by all parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any terms or condition hereof.

Section 24.12 Defaulting Fees. In the event of any default, the prevailing party shall be entitled to recover from the defaulting party, in addition to rent and other charges equivalent to rent, all reasonable attorney fees incurred in enforcing the remedies herein.

Section 24.13 Invalidity. If any provision in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 24.14 Authority. Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Lease, and all required actions, consents and approvals therefor have been duly taken and obtained.

Section 24.15 Counterparts; Electronic Signature. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission or electronic transmission of portable document format (.pdf) shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission of .pdf shall be deemed to be their original signatures for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date set forth above.

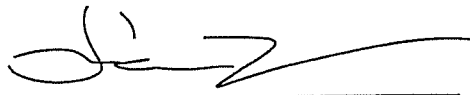
LANDLORD:

Tainter Properties LLC,
a Wisconsin limited liability company

By: Jeremiah Gerdin
Its: Authorized Member

TENANT:

Hive and Hollow LLC,
a Wisconsin limited liability company



By: Sarah Lambert Freeman
Its: Authorized Member

EXHIBIT A

PERSONAL GUARANTY

[Attached.]

PERSONAL GUARANTY

The undersigned, Sarah K. Lambert Freeman (the "Guarantor"), in consideration of Tainter Properties LLC, a Wisconsin limited liability company (the "Landlord"), entering into a Lease Agreement (the "Lease") with Hive and Hollow (the "Tenant"), dated the ___ day of June, 2024, for the lease of a commercial space located at 222 Main Street East, Menomonie, Wisconsin (the "Premises"), hereby irrevocably, unconditionally, absolutely, guarantees unto Landlord due and prompt payment by Tenant of all monies due under the Lease to be paid by Tenant to Landlord, and further guarantees performance of all Tenant's covenants and obligations set forth in the Lease.

The party acknowledges and agrees that Guarantor owns an ownership interest in Tenant, and the Lease to Tenant is of substantial and material benefit to Guarantor. Landlord would not let the Premises to Tenant without Guarantor's agreement to enter into this guaranty. Guarantor wishes to enter into this guaranty in order for Tenant to procure the Lease from Landlord. As a material inducement to and in consideration of Landlord entering into the Lease with Tenant, Guarantor is willing to guaranty all of the Tenant's obligations under the Lease.

This guaranty is a guaranty of payment, and not of collection. Upon any breach or default by Tenant under the Lease (after the expiration of applicable grace periods), Landlord may, at its election, proceed immediately against Tenant and/or Guarantor to enforce any of Landlord's rights or remedies at law or in equity against Tenant pursuant to the Lease or against Guarantor pursuant to this guaranty, without notice to or demand upon either Tenant or Guarantor. This guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies against Tenant under the Lease, or to otherwise pursue remedies available to Landlord at law or in equity. Guarantor acknowledges and agrees that such Guarantor's obligations to Landlord under this guaranty are separate and distinct from Tenant's obligations to Landlord under the Lease. A separate action may, at Landlord's option, be brought and prosecuted against Guarantor, whether or not Tenant is joined in any action, and Guarantor may be joined in any action or proceeding commenced by Landlord against Tenant arising out of or based upon the Lease. This guaranty binds Guarantor's personal representatives, heirs, successors and assigns and shall inure to the benefit of Landlord and Landlord's successors and assigns. Landlord may assign its rights under this Guaranty only upon the conveyance, whether by gift, inheritance, sale, or otherwise, of the Premises to another party and then such assignment may be made only to the then-current owner(s) of the Premises.

In addition to the amounts guaranteed, Guarantor agrees to indemnify, defend, protect and hold harmless Landlord from and against all liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease to the extent that such obligations are guaranteed hereunder. If either party hereto participates in an action against the other party arising out or in connection with this guaranty, the prevailing party shall be entitled to recover from the other party the prevailing party's attorneys' fees, collection costs and other costs incurred in connection with such action.

[Personal Guaranty]

IN WITNESS WHEREOF, Guarantor, in consideration of Landlord entering into the Lease with Tenant, and for other good and valuable consideration, hereby guarantees to Landlord all of the Tenant's obligations under the Lease.

GUARANTOR:

A handwritten signature in black ink, appearing to read 'Sarah K. Lambert Freeman', written over a horizontal line.

Sarah K. Lambert Freeman

[Personal Guaranty]



APPROVED

Form AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Menomonie
License Period	07/01/24 - 06/30/25

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ 200 Class "B" Beer \$ _____
- "Class A" Liquor \$ 500 "Class B" Liquor \$ _____
- "Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____
- "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ 700
Background Check Fee	\$ 10
Publication Fee	\$ 8
Total Fees	\$ 718

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) NIL9 Menomonie Enterprises LLC			
2. Business Trade Name or DBA Dick's Fresh Market			
3. FEIN 99-3816631		4. Wisconsin Seller's Permit Number 456 103-1783359-04	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 06/24/2024	8. Wisconsin DFI Registration Number N062164
9. Premises Address 1408 9th St			
10. City Menomonie		11. State WI	12. Zip Code 54751
13. County Dunn	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Menomonie</u>		15. Aldermanic District
16. Premises Phone (715) 235-2134	17. Premises Email b.weisenbeck@dicksfreshmarke		18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. 53,000 sq ft retail sales floor			
20. Mailing Address (if different from premises address) 1080 Cornwall Ave			
21. City Amery		22. State WI	23. Zip Code 54001

Part B: Questions		
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . Yes No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . Yes No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.


Last Name	First Name	Title	Phone
Nilssen	Jason	Owner	(612) 210-7664
Weisenbeck	Brad	Agent	(715) 235-2134

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	First Name	M.I.
Nilssen	Jason	E
Title	Email	Phone
Owner	jason@nilssensfoods.com	(612) 210-7664
Signature	Date	
	7/17/24	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
07/22/2024			
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Appointment of Agent

Date
07/22/25

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) NIL9 Menomonie Enterprises LLC	
2. Business Trade Name or DBA Dick's Fresh Market	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	


Part B: Agent Information			
1. Last Name Weisenbeck	2. First Name Brad		3. M.I.
4. Email b.weisenbeck@dicksfrshmarket.com		5. Phone (715) 235-2134	
6. Home Address 1922 Trimble Trail			
7. City Menomonie	8. State Wi	9. Zip Code 54751	10. Age [REDACTED]
11. Drivers License/State ID Number [REDACTED]		12. Drivers License/State ID State of Issuance Wi	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

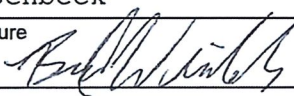
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Nilssen		First Name Jason	M.I. E
Title Owner	Email jason@nilssensfoods.com	Phone (612) 210-7664	
Signature 		Date 7/17/24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Weisenbeck		First Name Brad	M.I.
Signature 		Date 7-19-24	

*

Alcohol Beverage Individual Questionnaire

Date
07/22/25

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) NIL9 Menomonie Enterprises LLC	
2. Business Trade Name or DBA Dick's Fresh Market	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information					
1. Last Name Nilssen		2. First Name Jason		3. M.I. E	
4. Relationship to Business (Title) Owner		5. Email jason@nilssensfoods.com		6. Phone (612) 210-7664	
7. Home Address 2961 County Rd N					
8. City Wilson		9. State Wi	10. Zip Code 54027		11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]			13. Drivers License/State ID State of Issuance Wi		

Part C: Address History						
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?					Years 50	Months
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.						
Previous Address 1		City		State	Zip Code	
SAME AS ABOVE						
Previous Address 2		City		State	Zip Code	
Previous Address 3		City		State	Zip Code	
Previous Address 4		City		State	Zip Code	
Previous Address 5		City		State	Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.						
State	County	State	County	State	County	
WI	ST. CROIX	WI	POLK			
State	County	State	County	State	County	

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

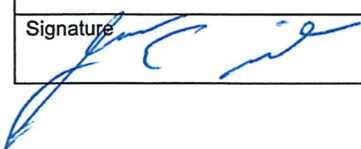
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 7/17/24
---	--------------

Alcohol Beverage Individual Questionnaire

Date
07/22/25

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) NLI9 Menomonie Enterprises LLC	
2. Business Trade Name or DBA Dick's Fresh Market	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name Weisenbeck	2. First Name Brad	3. M.I.	
4. Relationship to Business (Title) Agent	5. Email b.weisenbeck@dicksfreshmarket.com	6. Phone (715) 235-2134	
7. Home Address 1922 Trimble Trail			
8. City Menomonie	9. State Wi	10. Zip Code 54751	11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]		13. Drivers License/State ID State of Issuance Wi	

Part C: Address History							
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Years</th> <th style="width: 50%;">Months</th> </tr> <tr> <td style="text-align: center;">34</td> <td style="text-align: center;">3</td> </tr> </table>	Years	Months	34	3
Years	Months						
34	3						
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1	City	State	Zip Code				
Previous Address 2	City	State	Zip Code				
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County				
State	County	State	County				

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

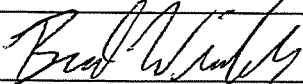
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature  Date 7-19-24



Form CTV-100

Cigarette, Tobacco, and Electronic Vaping Device Retail License Application

FOR CLERKS ONLY	
Municipality	Menomonie
License Period	07/01/24-06/30/25

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietor) NIL9 Menomonie Enterprises LLC			
2. Business Trade Name or DBA Dick's Fresh Market			
3. FEIN 99-3816631		4. Wisconsin Seller's Permit Number	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation			
6. State of Organization Wi		7. Date of Organization 06/24/2024	8. Wisconsin DFI Registration Number
9. Premises Address (do not use PO Box) 1408 9th St			
10. City Menomonie		11. State WI	12. Zip Code 54751
13. County Dunn	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Menomonie</u>		15. Aldermanic District
16. Mailing Address (if different from premises address) 1080 Cornwall Ave			
17. City Amery		18. State Wi	19. Zip Code 54001
20. Premises Phone (715) 268-7513		21. Premises Email n.lacek@dicksfreshmarket.com	22. Website
23. Premises Description - Describe the building or buildings where cigarettes, tobacco products, and electronic vaping devices are to be sold and stored. Describe all rooms including living quarters, if used, for the sales and/or storage of cigarettes, tobacco products, and electronic vaping devices and records. Cigarettes, tobacco products, and electronic vaping devices may be sold and stored ONLY on the premises described in this application. Attach a floor plan if possible. Front of store at service counter			

Part B: Questions	
1. What products will be sold at this business location? (check all that apply) <input checked="" type="checkbox"/> Cigarettes <input checked="" type="checkbox"/> Tobacco Products <input type="checkbox"/> Electronic Vaping Devices	
2. How will cigarettes, tobacco, and/or electronic vaping devices be sold? (check all that apply) <input checked="" type="checkbox"/> Over the counter <input type="checkbox"/> Vending machine	
3. Is the applicant business owned by another business entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name and FEIN of the parent company below, identify parent company members in Part C, and attach Form CTV-101 for all of the parent company's members, partners, or officers.	
3a. Name of Parent Company: _____	
3b. FEIN of Parent Company: _____	

Part C: Individual Information

An Individual Questionnaire, Form CTV-101, must be completed and attached to this application for each person involved in the applicant business and any parent company indicated in Part B. Such persons include: sole proprietor, all officers and agents of a corporation, all partners of a partnership, and all members and agents of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Nilssen	Jason	Owner	(612) 210-7664

Part D: Attestation

One of the following must sign and attest to this application:


- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will only purchase cigarettes, tobacco, and vapor products from distributors, jobbers, or subjobbers permitted by the Wisconsin Department of Revenue, unless I also hold the proper distributor's permit and pay all applicable excise taxes.
- I will not purchase or exchange products from another retailer, including transferring existing stock to a new owner.
- I will provide tobacco sales training that has been approved by the Wisconsin Department of Health Services to my employees. (<https://witobaccocheck.org>).
- I will not sell single cigarettes.
- I will not sell, give, or otherwise provide cigarettes, tobacco, or any nicotine products to minors.
- I will keep product invoices on the licensed premises for two years and ensure the records are available for inspection by law enforcement. Failure to comply with this will result in criminal penalties, including loss of inventory.
- I will not sell cigarettes or roll-your-own (RYO) tobacco products unless listed on the Wisconsin Department of Justice's directory of certified tobacco manufacturers and brands.

Further, under penalty provided by law, I state that this application has been truthfully answered to the best of my knowledge. I agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Signature 		Date 2/17/24
Name (Last, First, M.I.) Nilssen Jason E		
Title Owner	Email jason@nilssensfoods.com	Phone (612) 210-7664

Part E: For Clerk Use Only

Date application was filed with clerk 07/22/25	Date license issued	Date license expires	License number
License fees	Signature of Clerk/Deputy Clerk		

Cigarette, Tobacco, and Electronic Vaping Device Appointment of Agent

Date 07/22/25

Agent Type (check one): [X] Original [] Change

Part A: Agent Information
1. Last Name: Nilssen
2. First Name: Jason
3. M.I.: E
4. Email: jason@nilssensfoods.com
5. Phone: (612) 210-7664
6. Home Address: 2961 County Rd N
7. City: Wilson
8. State: Wi
9. Zip Code: 54027
10. Date of Birth: [Redacted]
11. Drivers License/State ID Number: [Redacted]
12. Drivers License/State ID State of Issuance: Wi

Part B: Questions
1. Have you completed Form CTV-101, Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire? Submit a completed Form CTV-101 with this form. [X] Yes [] No
2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary.

Part C: Business Information
1. Legal Business Name (individual name if sole proprietor): NIL9 Menomonie Enterprises LLC
2. Business Trade Name or DBA: Dick's Fresh Market
3. Entity Type (check one): [X] Limited Liability Company [] Corporation
4. Premises Address: 1408 9th St
5. City: Menomonie
6. State: WI
7. Zip Code: 54751

Part D: Attestations
READ CAREFULLY BEFORE SIGNING: I, the Licensee, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/or electronic vaping devices conducted therein. I certify that I am authorized by the entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.
Signature of Licensee (officer, member, or authorized signatory): [Signature] Date: 7/17/24
Name of Person Signing for Licensee: Jason E Nilssen Title: Owner
READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than \$1,000 if convicted.
Signature of Agent: [Signature] Date: 7/17/24

Date 07/22/25

Form CTV-101

Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor) NIL9 Menomonie Enterprises LLC

2. Business Trade Name or DBA Dick's Frseh Market

3. Entity Type (check one)

- Sole Proprietor Partnership Limited Liability Company Corporation

Part B: Individual Information

1. Name (Last) Nilssen 2. Name (First) Jason 3. Name (M.I.) E 4. Relationship to Business (Title) Owner 5. Email jason@nilssensfoods.com 6. Phone (612) 210-7664 7. Home Address 2961 County Rd N 8. City Wilson 9. State Wi 10. Zip Code 54027 11. Date of Birth 12. Drivers License/State ID Number 13. Drivers License/State ID State of Issuance Wi

Part C: Individual's Address History

List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.


Table with 4 columns: Previous Address, City, State, Zip Code. Row 1: SAME AS ABOVE

If applicable, list all states and counties you have lived in as an adult. Attach additional sheets if necessary.

Table with 8 columns: State, County, State, County, State, County, State, County. Row 1: WI, ST. CROIX, WI, POLK

Continued ->

Part D: Individual's Criminal History		
1. Have you ever been convicted of any offenses (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws, or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes to question 1, please list details of each conviction below:		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation by Individual	
<p>READ CAREFULLY BEFORE SIGNING: I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on an application for cigarette, electronic vaping devices, and tobacco products retail license may be required to forfeit not more than \$1,000 if convicted. I declare under penalties of the law that I have examined this information and, to the best of my knowledge, it is true, correct, and complete to the best of my knowledge and belief.</p>	
Signature 	Date 7/17/24

Part F: Licensing Authority Approval	
I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, this individual qualifies to serve in the reported role with the above-named business.	
Name of Local Official	Title
Signature of Local Official	Date

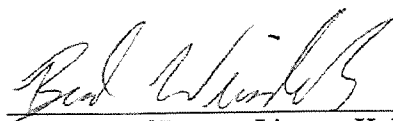
Surrender of License

(letter to surrender previous license)

To be filed with the City Clerk at the time a new application is submitted for a change of ownership for any liquor and/or beer establishment.

The Class "A" Beer & "Class A" Liquor license for the premise located at
Class of License
1408 9th Street will be relinquished upon the
Street Address
approval of the application and the issuance of the same type of license for the same
premises to NIL9 Menomonie Enterprises, LLC, DBA Dick's Fresh Market.
License Applicant

There have been no convictions for violations during the current license year, nor are there any pending violations against the present licensee except as follows:


Signature of Present License Holder

8-15-2024
Date

LICENSES – August 19, 2024

LICENSE YEAR – 2024-2025 (expires June 30th, 2025) – ALL NEW LICENSE APPLICATIONS

“CLASS A” LIQUOR & CLASS “A” BEER:

NIL9 Menomonie Enterprises, LLC, Dick’s Fresh Market - 1408 9th St E

“CLASS C” WINE:

Hive & Hollow, Hive & Hollow, LLC - 222 Main St E

MOBILE FOOD ESTABLISHMENT:

Davis Dogs, LLC – E8111 N County Rd E, Elk Mound, WI 54739

dreamBig Hospitality, LLC, Chick-fil-a Tri State Food Truck – 1201 Broadway Ave. S., Rochester, MN
55904

TOBACCO:

NIL9 Menomonie Enterprises, LLC, Dick’s Fresh Market - 1408 9th St E