



CITY OF ANTIGO

ECONOMIC DEVELOPMENT COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, September 06, 2017

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the August 7, 2017 Meeting
2. Antigo Auto Parts Facade Grant Request
3. Mortar & Pestle Entrepreneurs Grant Request for Approved Business Start Up Costs

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: August 30, 2017

BILL BRANDT



312 Forrest Avenue | Antigo, WI 54409 | 715.623.5123

www.langladecounty.org

To: Economic Development Committee
From: Angie Close, Economic Development Corp
Date: September 6, 2017

Downtown Antigo Façade Grant Program Applications: Antigo Auto Parts

Antigo Auto Parts

Antigo Auto Parts was approved in 2012 and utilized the Façade Grant Program at that time to seal and paint part of the building cinder block. The total project came to \$5,316.59. They were reimbursed \$1,772.19 of that project. Today, they are requesting to utilize the façade grant program to finish the remaining of the building. They are replacing the front awning, Sealing and Painting the top and also the back of the building. You are able to see this from the road heading east and the back alley where there is additional parking. I will have a complete estimate at the time of the meeting. Included are the pictures of the façade that will be redone. This project was discussed at the September 10, 2012 meeting.

Included in the application are pictures of the project & proof of ownership.

Located in the Wood Technology Center of Excellence at NTC's Antigo Campus

Attachment: Antigo Auto Parts Façade Grant (1705 : Antigo Auto Parts façade)



312 FORREST AVENUE • ANTIGO WI 54409

Angie Close • Director
aclose@co.langlade.wi.us • (715) 623-5123

CITY OF ANTIGO DOWNTOWN FAÇADE GRANT

PROGRAM OBJECTIVES AND CRITERIA

Attractive building facades support and encourage local businesses. They have a large effect on the attractiveness and marketability of the surrounding area. The Downtown Antigo Façade Improvement Grant Program is designed to provide financial assistance to property owners or tenants looking to improve or restore the original historic features of the physical external appearance exclusively of the front and rear of commercial businesses ultimately enhancing Downtown Antigo. Grant funds are made available through Tax Incremental Financing District Four (see attached map).

PROGRAM OBJECTIVE

Restoring, or substantially beautifying, or enhancing the entire façade or elevation of a downtown Antigo commercial building.

Applicant Eligibility Requirements

Property owners or tenants of service or commercial/mixed-use structures located within the downtown Central Business District are eligible to apply. In the case where the leaseholder is the applicant, the permission of the property owner is required.

All existing commercial, service or mixed –use buildings within the district (see map) are eligible to receive funding. Property taxes and other City accounts must be current.

Eligible Improvements

All grant funded improvements are for the external front and rear façade and must be permanent and fixed in type and/or nature. Improvements must meet all City of Antigo code requirements including zoning, building and safety codes. The applicant must obtain all necessary permits and pay any corresponding fees.

The City of Antigo's Economic Development Committee reserves the right to determine the eligibility of all items in a project's scope of work. Eligible items include, but may not be limited to:

- Façade Rehabilitation
- Door and window repair and replacement
- Exterior painting
- Masonry cleaning and /or repair
- Awnings
- Lighting
- Shutters
- Gutters
- Hardscape services: decks, fountains, patios, etc.

Ineligible Improvements

- Cost of new construction, repair or replacement of a new roof unless it is a significant architectural element of the building and is visible from street level in the immediate vicinity of the building.
- Work that principally involves minor repairs, painting or maintenance
- Billboards
- Landscaping
- Removal of architecturally significant features
- Paving
- Sandblasting
- Purchase of property
- Inventory and operating capital
- Any activity completed prior to receiving final approval of grant funds
- New construction or additions that would increase space.
- Work performed 30 days or more prior to approval of the application will not be eligible for reimbursement of façade grant funds
- Signage

Buy Local

Whenever possible, Applicants are strongly encouraged to use local contractors to complete all tasks associated with their renovation. This will not only help garner support to continue this program, but more importantly help boost our local economy.

Application review process

In order to qualify, applicants cannot start on their project until after receiving the necessary approvals. If work begins before application or approval, the City cannot fund the project with Façade Improvement Grant funds.

1. Applications must be submitted to the Economic Development Corporation. An application from a tenant must include a copy of the lease and written approval from the owner.
2. The applicant must submit photographs of the facades to be improved.
3. A Team may visit the site to discuss the proposed improvements. If the proposal meets the requirements of the Façade Grant Program, a Conditional Letter of Approval will be sent to the owner/tenant. This letter may require modifications or changes to the original proposal.
4. If the application is conditionally approved, the owner/tenant may be required to prepare and submit cost estimates and drawings of the proposed work, in order to obtain final approval.
5. The applicant must obtain permits for the required work.
6. Applicant must provide proof of matching documentation before drawing out grant funds.

Evaluation Criteria

The City of Antigo's Economic Development Committee's decision to accept an application will be based on available funds, the merits of the proposed project, and the support it provides to the general beautification of Downtown Antigo. **All approved projects will meet the criteria presented in this document.**

- Appropriateness to the original, historic façade of the building
- Significant improvement of the visual appearance of the building and surrounding area
- The level of investment being made to the property
- Collective participation of adjacent property owners, if applicable
- How it relates to the overall existing architecture

Grant Award

Grants will be awarded on a first-come, first-serve basis; and will be awarded based on the Evaluation Criteria. This is a reimbursable program. For every \$3 that the applicant spends, they can be reimbursed \$1 of grant funding to a maximum of \$3000 per applicant. The applicant must use private, non-City, funds to match the City's grant. If funding is not approved, applicants are encouraged to reapply during a future grant cycle.

CITY OF ANTIGO

FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant: **Bryan Cigel** Phone: **715-623-5128**
 Business Name: **Antigo Auto Parts** Email
 Business Address: **1025 Fifth Avenue, Antigo WI 54409**
 Property Owner: **Jerry and Brian Cigel**
 Address: **1025 Fifth Avenue, Antigo WI 54409**
 Definition of Project Scope: **Paint and Seal rest of building Cinder Block that is noticed on east side and behind building along with redoing the front Awning.**

PROJECT BUDGET

List Individual Project Elements (Awning, painting of trim, etc.)

Total:	

REQUIRED ATTACHMENTS

Photographs of façade to be improved
 Copy of lease, land contract, deed, or current tax bill
 Written authorization from landowner if tenant is the applicant
 Bids, estimates, contracts, design drawings, if appropriate

APPLICANT'S CERTIFICATION

The Applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant under the City of Antigo Façade Grant Program and is true and complete to the best of the applicant's knowledge and belief.

Signature: Bryan Cigel

Date: 8-30-2017

Signature: Kevin Smith Contractor

Date: 8-30-2017

Per Kevin Request on 8/29/2017; estimates will be delivered on Friday September 1, 2017

Please send this completed application and accompanying materials to:

The Economic Development Corporation

Attn: Angie Close

312 Forrest Avenue, Antigo WI 54409

715-623-5123 (p)

aclose@co.langlade.wi.us langladecountyedc.org

Attachment: Antigo Auto Parts Façade Grant (1705 : Antigo Auto Parts facade)



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2017 Property Record | Langlade County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of AUG 30 2017

OWNER

GERALD & DARLENE CIGEL
1025 5TH AVE
ANTIGO, WI 544090000

CO-OWNER(S)

DARLENE CIGEL

PROPERTY INFORMATION

Parcel ID: 2012912
School Districts:
ANTIGO NORTH CENTRAL

<u>Section</u>	<u>Town</u>	<u>Range</u>
00	000	000

PROPERTY DESCRIPTION

ASSESSOR'S PLAT PT OF LOT 321 BEING THAT PT LYG N OF
MENDLIK AVENUE AS CONV V374 P305 BEING LOT 1 CSM V5 P32

Property Address:
1315 DELEGLISE ST
Municipality: CITY OF ANTIGO

TAX INFORMATION

Net Tax Before: .00
Lottery Credit: .00
First Dollar Credit: .00
Net Tax After: .00

DEED INFORMATION

<u>Volume</u>	<u>Page</u>	<u>Document #</u>
		296932

LAND VALUATION

Valuation Date: AUG 30 2017

	<u>Amt. Due</u>	<u>Amt. Paid</u>	<u>Balance</u>	<u>Code</u>	<u>Acres</u>	<u>Land Value</u>	<u>Improvements</u>	<u>Total</u>
Net Tax:	.00	.00	.00	G2	1.449	23,800	86,600	110,400
Special Assessment:	.00	.00	.00					
Special Charges:	.00	.00	.00					
Delinquent Charges:	.00	.00	.00					
Woodland Tax:	.00	.00	.00					
Private Forest Crop:	.00	.00	.00					
Managed Forest Crop:	.00	.00	.00					
Property Tax Interest:	.00	.00	.00					
Special Tax Interest:	.00	.00	.00					
Property Tax Penalty:	.00	.00	.00					
Special Tax Penalty:	.00	.00	.00					
Total:	.00	.00	.00					

Total Acres: 1.449
Total Land Value: 23,800
Total MFL: 0
Total Improvements: 86,600
Total Assessed: 110,400
Assessment Ratio: .0000
Fair Market Value: 0

INSTALLMENTS

<u>Period</u>	<u>End Date</u>	<u>Amount</u>
1		.00
2		.00

PAYMENT HISTORY (POSTED PAYMENTS)

Please allow up to 7 days for your payments to display.

<u>Date</u>	<u>Receipt #</u>	<u>Type</u>	<u>Principal</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
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Attachment: Antigo Auto Parts Facade Grant (1705 : Antigo Auto Parts facade)

Buy Local

Whenever possible, Applicants are strongly encouraged to use local contractors to complete all tasks associated with their renovation. This will not only help garner support to continue this program, but more importantly help boost our local economy.

ENTREPRENEUR'S GRANT PROGRAM APPLICATION

Applicant: Kelly Keyser-Millar
 Phone: 715-404-6035
 Business Name: Mortar and Pestle
 Email: mortarandpestleherbal@gmail.com
 Business Address: _____
 Property Owner: _____
 Property Owner Address: _____

PROVIDE THE FOLLOWING DOCUMENTATION

- **BUSINESS PLAN:** See Attached Business Plan Outline
- **PROJECT BUDGET:** See Attached Example

THE FOLLOWING EXHIBITS MUST BE COMPLETED WHERE APPLICABLE. ALL QUESTIONS ANSWERED ARE MADE A PART OF THE APPLICATION.

1. Do you or your spouse or any member of your household work for the Community or hold an official position within the Community?
 Yes ☒ No ☒
 if so, please provide that person's name and address of and what department employed.
 Employee Name & Address: _____
 Date: _____
2. Does your business, its owners or majority stockholders own or have a controlled interest in other businesses? Yes ☒ No ☒ if yes, please provide their names and relationship with your company.
 Name of Business: _____
 Relationship to Applicant: _____

ACKNOWLEDGEMENT

1. I/We acknowledge that the following supporting documents must accompany this application for consideration and that I/We must supply the following:

REQUIRED ATTACHMENTS

- i. Photographs of project to be improved
- ii. Project Budget
- iii. Copy of lease, land contract, deed, or current tax bill or proof of entering into an agreement
- iv. Written authorization from landowner if tenant is the applicant

Photographs required once project is completed.

Further documentations such as bids, estimates, contracts and design drawings may be requested

2. I/We hereby acknowledge that the Langlade County Economic Development Corporation is hereby authorized to verify and discuss all matters pertaining to this application with all, including those providing assistance in the preparation of this application or supporting documents and exhibits accompanying the same. Including, but not limited to, applicant's legal, accounting or other consultants.
3. I/We shall not discriminate upon the basis of sex, race, creed, color, class, national origin or ancestry in any employment or construction activity.
4. At the completion of the project, we agree to cooperate with Economic Development Corporation in preparation of a press release detailing non-confidential information.

APPLICANT'S CERTIFICATION

The Applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant under the City of Antigo Entrepreneur Grant Program and is true and complete to the best of the applicant's knowledge and belief.

Signature: George S. Kuzel Date: 8/15/17
 Signature: [Signature] Date: _____

Please send this completed application and accompanying materials to:

The Economic Development Corporation

Attn: Angie Close

312 Forrest Avenue, Antigo WI 54409

715-623-5123 (p)

aclose@co.langlade.wi.us www.langladecountyedc.org

1.) Executive Summary

Mortar and Pestle is run by herbalist Kelly Keyser-Millar. The brick and mortar store is going to be located at 715 5th Avenue in Antigo, WI. Mortar and Pestle has a line of 11 herbal products and continues to expand the line. These products have been sold at the Antigo Farmer's Market, an eCommerce platform (mortarandpestleherbal.com) and has a social media presence on Facebook, Instagram, Pinterest and Twitter.

The current state of health is in flux. The unknown future of health insurance coupled with a societal shift toward wellness and controlling their own health options provides a unique opportunity for holistic practitioners. Mortar and Pestle hopes to provide information and methods to fill this gap within the Antigo community. As I have spoken to numerous people over the years it is clear that people wish to augment traditional medicine and have a better grasp on enhancing their own wellness. Herbal medicine is a historical practice that has seen a resurgence in the last 20 years. The scientific and medical communities are beginning to accept and research developments in this field. Mortar and Pestle prides itself on the concept of bringing 'folk medicine to the modern age' which blends a rustic feel to science based alternative therapies. I wish to bring herbal medicine, education and other holistic lifestyle products to the main street of Antigo.

Mortar and Pestle will be bringing back the concept of an on-demand herbal apothecary. The retail store will include the expanding product line of herbal medicine products, which include extracts, vinegars and salves. Other products will be included that promote and support a healthy and holistic lifestyle. These products are attractive to all ages and income levels. I plan to provide customers with a modern but comfortable atmosphere with stellar customer service. These services and products are applicable to all ages and income levels. The aging community are looking for supplemental methods to work in conjunction with their traditional medicine and the younger and middle age citizens are looking for ways to keep themselves healthy. The concept of wellness has expanded into stress relief, meditation and other beneficial complimentary recourses. The idea of living a holistic lifestyle through mind, body and home will be explored at Mortar and Pestle.

In order to bring these holistic lifestyle options to downtown Antigo, I have procured a loan with CoVantage Credit Union but am seeking the Downtown Entrepreneur's Grant. This grant will greatly help recoup start-up costs. Although many of the fixtures and retail sales materials will be built internally, this grant will be helpful to keep initial costs down. With the help of Langlade County and the Economic Development team, Mortar and Pestle will be a modern and comfortable space for the citizens of Antigo.

Mortar and Pestle has a great potential for financial gains over the next 3 years. I am incredibly hands on and this will help keep costs down. I have assumed an 8% growth rate each year and conservatively assumed this 8% expenditure increase as well. Many herbal products have hefty margins and the focus of the business will be on the current herbal products and the projected expansion of the line. I am confident that with the modern look and feel of the retail space; coupled with a product that fills a health care need for young and old, Mortar and Pestle will see increased growth each year.

I have an extensive framework of retail sales, marketing and project management experience. Couple this practical experience with 15 years of herbal schooling and hands-on usage and I believe Mortar and Pestle is a good risk. I am exceptionally organized and pride myself on my high customer service standards. My personal standards will be infused in the aesthetic of the location, the service provided to customers, the cleanliness of the location, and all products sold in Mortar and Pestle.

2.) Personal Background Information

My strengths lie in a career of 20 years of customer service and satisfaction. I have a long history of retail sales and retail management. I also have years of project management and marketing as well. My herbal knowledge has been accumulated over the past 15 years including certifications in Nutritional Herbalism and Herbal Retail Management. I am also continuing my education and working toward certifications in Clinical Master Aromatherapy and Master Herbalism. My product line has been overwhelmingly successful at the Antigo Farmer's Market and much of those sales have been generated with my combination of high quality product with the ability to explain herbal medicine in a frank, honest and approachable way. The demographics of my customers have been diverse and with various income levels which bodes well for a retail environment.

3.) Business Concept

Mortar and Pestle is an herbal medicine company specializing in small batch and handcrafted wellness products. The Mortar and Pestle brick and mortar store will carry these herbal products and also give customers an opportunity to see some of the process (via steeped oils and extracts) and also provide an option to have custom medicine formulated and made for them on-site. The store will also focus on providing products to encourage a holistic lifestyle. Products with a focus on mind, body and home will support a lifestyle to destress and encourage healthy choices. Kelly will also conduct educational classes on herbal and aromatherapy techniques, safety and home health options. The goal of Mortar and Pestle is to educate people on alternative health options and safety while giving them a calm, relaxing, yet modern atmosphere to purchase items to support these changes.

Mortar and Pestle will also focus on cooperative opportunities with other north woods Wisconsin vendors and artisans. A space will be dedicated to feature an artisan or product line that coincides with the Mortar and Pestle brand. Pop-up shop opportunities or the option to conduct classes to expand the profile of local small businesses that need extra exposure.

A list of potential products for sale is below:

- Mortar and Pestle herbal products (currently has 11 products in line)
- Custom herbal medicine
- Smudge supplies, including custom blends (sage, palo santo, herbs, etc.)
- Meditation supplies (benches, pillows, singing bowls, etc.)
- Crystals, palm stones, geodes, etc.
- Terrariums
- Books (meditation, aromatherapy, yoga, etc.)
- Yoga mats/supplies
- Flax seed bags
- Home decor with a holistic slant (witch balls, art, etc.)
- Ear candles
- Jewelry (with focus on wellness - chakra, lava stone/aromatherapy, etc.)
- Consignment/Pop-up shop items of local vendors/artisans

The current societal shift is leaning toward holistic and complementary health options. The insurance/ACA complications are exacerbating this concern. The herbal and aromatherapy health communities are starting to organize and encourage educating the public. The herbal/supplement industry boasted \$21 billion in 2015 and with rising health costs and more unrest regarding insurance and health care

availability, this will continue to rise. The main goal of Mortar and Pestle is to encourage education and people taking control of their own health.

4.) Business Organization

Mortar and Pestle is owned and operated by Kelly Keyser-Millar. Kelly will continue with the development and manufacture of herbal products. She will also be the sole proprietor in the retail location. The standard Wisconsin sales tax of 5% will be applied to all purchases. All taxes will be paid through the My Tax Account with the state of Wisconsin. Mortar and Pestle also holds a Wisconsin Seller's Permit. There are currently no state and federal regulations regarding herbal medicine and aromatherapy, however Mortar and Pestle follows all FDA guidelines and follows and labels all products with the FDA disclaimer required for all supplements. Mortar and Pestle will continue using a self made spreadsheet to calculate expenses and income. An accountant will be employed for all tax purposes.

If, at any point, an employee is required Kelly has had numerous years of retail management experience. Management of customer service, cleanliness and other expectations is well within the scope.

5.) The Marketing Plan

My current marketing strategy is largely from word of mouth and utilizing my existing customer base to spread the word. I also have an eCommerce website and continue to expand my social media reach. I have active Facebook and Instagram accounts and will be expanding into Twitter and Pinterest to continue that reach. I have quite a lot of successes when I do videos and informational pictures. I have also been on Newswatch 12 and although I didn't get a lot of extra 'likes' on Facebook, this did add some exposure. The reporter indicated that she would like to come and see me again, possibly seasonally, to give info on herbal remedies that are season specific. I plan to reach out to other local businesses to encourage cooperation amongst us to spread the word. I also would like to reach out to the local radio station to create this same buzz initially and then seasonally to keep the messaging fresh. I plan to conduct classes to create consistent interest in the store and products. I also plan to engage local artisans and vendors to share a small spot in my store (as a featured "Vendor of the Month" or pop-up shop opportunity) to generate buzz and enjoy some cross promotion. Mortar and Pestle will also be a store that works on a more 'boutique' style level which will have smaller quantities of limited items, which will encourage frequent visits to see "what's new".

The weaknesses I foresee are mainly derived on the messaging and tone of my store. I am hopeful the 'branding' in a brick and mortar store will translate, but is the Antigo community ready for it? Pricing and cost of goods are always a concern as I intend to carry products in a various pricing scale.

Opportunities in Antigo are many. I believe the community is ready for a new, fresh place to shop on 5th Avenue and I intend to provide that. The demographics of my current customers have been all over the map, both in age and income level. This success and interest in my products has really encouraged me that having not only my line but products that accompany the holistic lifestyle will be well received. The holistic/wellness community in Antigo is a close knit group and there has been a lot of cooperation when it comes to word of mouth, promoting other businesses and helping each other when needed.

The main competitors in the community are The Green Hen Natural Living Market. I do not intend to sell products within the scope of The Green Hen. I will not be selling wholesale supplements, herbs, grocery or vitamins. I know the owners of The Green Hen and we will happily work toward a cooperative holistic/wellness mission for Antigo. The only possible overlap might be in any aromatherapy custom/on-demand items and class subject matter. Mortar and Pestle has few other threats

in the community and the main threat is a slight overlap with the well established Green Hen Natural Living Market. The other threat is, again, the messaging of holistic and wellness as this lifestyle branding can sometimes be a difficult one to explain or accept in a smaller community.

6.) The Financial Plan

See attached supplement.

Profit & Loss Statement

Mortar & Pestle LLC

715 5th Ave. Antigo WI 54409

For the period of 2018 - 2020

	2018	2019	2020
<u>INCOME</u>			
Direct Sales:	\$ 29,600.00	\$ 31,264.00	\$ 33,908.75
Web Sales:	\$ 6,080.00	\$ 6,566.40	\$ 7,374.41
Services:	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
Other:			
<u>TOTAL INCOME</u>	\$ 38,080.00	\$ 40,230.40	\$ 43,683.16
<u>EXPENSES</u>			
Marketing:	\$ 507.00	\$ 447.40	\$ 464.00
Packaging:	\$ 1,856.00	\$ 2,004.50	\$ 2,164.86
Materials:	\$ 4,928.00	\$ 5,322.20	\$ 5,747.92
Building:	\$ 7,580.00	\$ 8,280.00	\$ 7,080.00
<u>TOTAL EXPENSES</u>	\$ 14,871.00	\$ 16,054.10	\$ 15,456.78
<u>PROFIT/(LOSS)</u>	\$ 23,209.00	\$ 24,176.30	\$ 28,226.38

Kelly Keyser-Millar

Attachment: Mortar and Pestle and Pestle Application (1692 : Mortar & Pestle Entrepreneurs Grant)

715 5th Ave. Antigo, WI

Mortar and Pestle



Key:

- 1.) Storefront/facade
- 2.) Store/Retail space from front
- 3.) Store/Retail space from back
- 4.) Back office space
- 5.) Back office space

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

2 **TENANT:** (2 adults and 0 children)

LANDLORD: Patricia A Huska

3 Kelly Jean Kesper-Muller,
4 Brian Muller, DBA: Mortar & Pestle

5 **PREMISES:** Building Address

6 715 E. 5th Avenue

7 Antioch, WI 54409 (street) (city, village, town)

8 East Commercial Space (state) (zip)

9 Other: (city, village, town)

10 Included furnishings/appliances: refrigerator, range, oven

11 other (list or attach addendum): wood holder bucket,

12 fireplace cover, radiator covers (2), air cond. unit

13 **RENT:** Rent of \$ 495.00 /month for Premises and

14 for other (specify)

15 is to be received no later than the first day of each month

16 and is payable at rent drop slot, 715 1/2 5th Ave.

17 If rent is received after the 3rd of the month

18 the Tenant shall pay a late fee of \$ 50.00

19 Charges incurred by Landlord for Tenant's returned checks are

20 payable by Tenant. Landlord shall provide a receipt for cash

21 payments of rent. **All tenants, if more than one, are jointly and**

22 **severally liable for the full amount of any payments due**

23 **under this Agreement.** Acceptance of a delinquent payment

24 does not constitute a waiver of that default or any other default

25 under this Agreement. Other Landlord or Tenant obligations:

26 Tenant shall keep sidewalk in front and walkway

27 to road clear of snow/shovel to comply with

28 city ordinance. Tenant shall perform routine

29 maintenance to unit (e.g. light bulb changes, etc.)

30 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 495.00 to be held by Landlord or

31 Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set

32 forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The

33 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for

34 each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost

35 for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set

36 forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

37 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of

38 their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects, if any, charged against

39 the previous tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the

40 previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from

41 when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need

42 not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In / Check-Out sheet.

43 **NOTICE TO VACATE:** Lease for Term - No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term.

44 Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original

45 lease term and if so, enter into a new rental agreement accordingly. Month to Month Tenancy - Written notice must be received by the other party at least twenty-eight

46 (28) days prior to the ending of a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from

47 the first day of a calendar month through the last day of a calendar month.

48 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including

49 Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations

50 related to the Premises, including local housing codes.

51 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the unit

52 is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the

53 premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

54 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect

55 Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance

56 coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

57 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before, vacating of the

58 Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.

59 **Time is of the essence** means that a deadline must be strictly followed.

60 **SPECIAL PROVISIONS:** Parking spaces directly behind building are for exclusive use of upstairs

61 tenants. Tenant and tenant's patrons shall use public parking located in municipal

62 lot in the rear of public parking in front. Any landlord approved upgrades shall be

63 rental documents. Landlord has given Tenant a copy of the Rental Agreement as well as any Rules and Regulations, if applicable, for review

64 prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

65 Pets and water beds are not permitted unless indicated otherwise in writing.

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

OWNER / AGENT OF OWNER Signature: Patricia A Huska 8-4-17 (date)

TENANT(S)

Signature: Kelly Jean Kesper-Muller 8/4/17 (date)

Print Name: Kelly Jean Kesper-Muller 8/4/17 (date)

Signature: Brian Muller 8/4/17 (date)

Print Name: Brian Muller 8/4/17 (date)

Item	Estimate	Actual	Grant eligible
<i>Start Up Cost Analysis</i>			
POS Terminal	\$ 1,000.00	\$ -	\$ -
POS Station	\$ 400.00	\$ -	\$ -
Apothecary Station	\$ 500.00	\$ -	\$ -
Apothecary Shelving	\$ 500.00	\$ -	\$ -
Display tables	\$ 500.00	\$ -	\$ -
Internet	\$ 150.00	\$ -	\$ -
Back drop art logo	\$ 100.00	\$ -	\$ -
Chalk board display	\$ 100.00	\$ -	\$ -
Desk	\$ -	\$ -	\$ -
Desk Chair	\$ 150.00	\$ -	\$ -
Cleaning supplies	\$ 150.00	\$ -	\$ -
Signage	\$ 500.00	\$ -	\$ -
Wholesale product	\$ 1,500.00	\$ -	\$ -
In-house product	\$ 500.00	\$ -	\$ -
Area rugs	\$ 350.00	\$ -	\$ -
Back office shelving	\$ 200.00	\$ -	\$ -
Small fridge	\$ 200.00	\$ -	\$ -
Water cooler	\$ 150.00	\$ -	\$ -
Office furniture	\$ 300.00	\$ -	\$ -
Music subscription	\$ 50.00	\$ -	\$ -
Advertising	\$ 500.00	\$ -	\$ -
	\$ 7,800.00	\$ -	\$ -