

## NOTICE

A meeting of the City of Evansville Economic Development Committee will be held on the date and at the time and location stated below. Meetings are typically held the 3<sup>rd</sup> Monday of each month. Notice is given that members of the City Council might be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall: (608)-882-2266 with as much advance notice as possible.

City of Evansville **Economic Development Committee**  
Regular Meeting  
3<sup>rd</sup> Floor, City Hall 31 S. Madison St, Evansville, WI 53536  
Monday, July 17<sup>th</sup>, 2023, 6:00 p.m.

### AGENDA

1. Call to Order
2. Roll Call
3. Motion to approve the agenda
4. Motion to waive the reading of the minutes of the June 19, 2023 regular meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances, other than listed agenda items
7. New Business
  - A. Review and Motion to Recommend to Common Council to Approve Application RLF-2023-01
8. Discussion
  - A. Business Summit Work Session
9. Next Meeting Date: August 21<sup>st</sup>, 2023 at 6:00pm.
10. Motion to Adjourn

*-Jim Brooks, EDC Chair*

City of Evansville **Economic Development Committee**  
**Regular Meeting**  
**Monday, June 19, 2023 6:00 PM**

**MINUTES**

**1. Call to Order.** Ladick called meeting to order at 6:00 pm

**2. Roll Call:**

|                        | <b>Present/Absent</b> | <b>Others Present</b>               |
|------------------------|-----------------------|-------------------------------------|
| Chair James Brooks     | A                     | Com. Dev. Director Colette Spranger |
| Ben Ladick, Vice Chair | P                     | Sandy Decker                        |
| Jon Alling             | P                     | John Decker                         |
| Sue Berg               | P                     | Shawn Dunphy, Chamber of Commerce   |
| Brandon Rutz           | P                     |                                     |
| Pat Carr               | P                     |                                     |
| Gabe Schrader          | A                     |                                     |

**3. Motion to Approve Agenda by Ladick, seconded by Berg approved unanimously.**

**4. Motion to waive the reading of the minutes of the May 17, 2023 regular meeting and approve them as printed.**

**5. Motion to waive the reading of the minutes of the May 31, 2023 special meeting and approve them as printed, by Ladick, seconded by Rutz. Approved unanimously.**

**6. Civility Reminder.** Ladick stated the committee of the City's commitments to civil discourse.

**7. Citizen Appearances, other than listed agenda items.**

None.

**8. Monthly Report**

**A. Community Development Report.** Spranger gave a verbal report of recent Plan Commission approvals which included for Subway redevelopment and Sienna Crest assisted living.

**B. Chamber of Commerce Report.** Dunphy gave a verbal report. She is now able to edit the Chamber's website and is preparing for upcoming events like Ladies Night Out, the annual golf outing. Upcoming ribbon cuttings include one for Pete's Inn, which is reopening, and Hometown Computer Pros.

**C. Tourism Commission Report.** Tourism met on June 8<sup>th</sup>. Highlights include a recent promotional video done by Ashley Kix, which has generated lots of positive interest. Berg reported on a discussion at that meeting concerning downtown banners. The old ones are in

poor condition. The upcoming budget cycle could provide some funding. Other potential sources are the Evansville Fund and WPPI. Another discussion at the recent commission meeting planned for a “Faces of the Fourth” photography contest in order to garner action photos of people, with the purpose of using the winning photos for ongoing tourism use.

**9. Discussion**

**A. Business Summit Work Session**

Outcomes of the most recent work session are summarized on the following six pages.

**10. Next Meeting Dates:** July 17<sup>th</sup>, 2023 at 6:00pm.

**11. Motion to Adjourn by Ladick, seconded by Berg.**

*Planning Document for the 2023 Evansville Business Summit*

**Date:** Friday, October 13, 2023

**Time:** 8:30am to 12:30 pm

**Location:** Creekside Place

**Objective:** Provide an opportunity for local businesses and engaged residents to network, collaborate, and learn/access resources.

**Hosted by:** Evansville Economic Development Committee  
 Evansville Tourism Commission  
 Evansville Chamber of Commerce (?) – will ask at the June 29<sup>th</sup> meeting

**Agenda**

8:30 – Breakfast/checking In

9:00 -9:30 - Main Speaker

9:30 - 10:30 - Roundtable – Local Speakers (4 invitees)

10:30-10:45 - Break

10:45-11:45 - Expert Panel – moderated (5 invitees)

11:45-12:30pm- Business Networking/Lunch

- Special badge for experts/invitees, who are around and available to talk.

**Potential Moderator/Emcee**

| Organization  | Who's Contacting | Response |
|---|------------------|----------|
| Jason Fields or Gene Dahloff (MadREP)               | Colette          |          |
| James Otterstein (Rock County Economic Development) |                  |          |
| Ashley Kix (radio)                                  | Sue              |          |
| Errin Welty (WEDC)                                  | Colette          |          |

## Potential sponsors

| Organization    | Who's Contacting         | Response |
|-----------------|--------------------------|----------|
| US Cellular     | Also Shawn?              |          |
| TDS!!!          | Shawn                    |          |
| Alcivia         | Shawn/ Ashley Schumacher |          |
| BlueScope       |                          |          |
| Baker           |                          |          |
| Stoughton       |                          |          |
| Larsen Acres    | Ben                      |          |
| Lake Ridge Bank | Colette / Steve Eager    |          |

### Tiered Sponsorships

\$100

\$250

\$500

Swag, logos on tables, logos on website for registration

Deadline for early sponsorships for inclusion postcard reminders

Banner at Creekside

## Potential Main Speakers

| Organization                              | Who's Contacting | Response |
|---|------------------|----------|
| <b>Deb Carey</b><br>New Glarus<br>Brewing | Pat              |          |
| <b>Milan Batinich</b>                     | Ben              |          |
| <b>Greg Piefer</b>                        | Ben              |          |
| <b>Jim Graham</b>                         | Colette          |          |
| <b>John Stofflet</b>                      | ??               |          |

**Potential Local Business Speakers (total 4 for roundtable)**

| <b>Organization</b>                             | <b>Who's Contacting</b> | <b>Response</b> |
|---|-------------------------|-----------------|
| Janis Ringhand<br>Small business<br>Cookie bill | Shawn                   |                 |
| Connie Arndt<br>R&A Heating                     | Ben                     |                 |
| Klitzman Seeds                                  | Brandon                 |                 |
| Subway/Mary Leeder                              | Colette                 |                 |
| Sue White<br>Sienna Crest                       | Colette                 |                 |
|   |                         |                 |

Secrets to success, connections, what would they do differently, roadblocks

**Potential Guest Speakers/Experts (total 5 for panel)**

| <b>Person/Organization</b> | <b>Who's Contacting</b> | <b>Response</b> |
|----------------------------|-------------------------|-----------------|
| Sen. Spreitzer             |                         |                 |
| Rep. Anderson              |                         | Attending       |
| Melissa Destree            | Pat                     |                 |
| Jason Tish                 | Colette                 |                 |
| Matt Kures                 | Colette                 |                 |
| Ken Malley                 | Brandon                 |                 |
| Steve Deller               |                         |                 |
| Gene Dahloff               |                         |                 |
| Paul Jaden                 |                         |                 |

**Registration****Event Description:**

*Join us for a morning of networking and collaboration. Guest speaker will tell us about a topic, followed by opportunities to talk to local business owner and a variety of regional experts.*

*New to the Evansville business community? Join us!*

*Been here your whole life? Join us!*

*Because thriving communities collaborate.*

### Registration Dates

- Save the Date with survey – August 14, 2023
- RSVP/register – September 11, 2023 – for lunch
- Anyone can show up at the door

### Page URL

<https://bit.ly/43Oenft>

### Next meeting Tasks (7/16/23)

| Task                    | Assigned to    | Due By         |
|-------------------------|----------------|----------------|
| Logo-esque Finalized    | Jon            | July Meeting   |
| Webpage Updated         | Colette        | Ongoing        |
| Speakers/Guests Invited |                | Ongoing        |
| Food Budget/Budget      | Colette<br>Sue | July Meeting   |
| Survey Finalized        |                | July Meeting   |
|                         |                |                |
| Sponsors Contacted      |                | August Meeting |
| Drip Campaign/Letters   |                | August Meeting |

### Survey Questions

1. What topics are of greatest interest to you or your business? Please list your top 3 choices.
  - Workforce Development Trends
  - Employee Retention

- Housing Trends
- Regional Trade/Industry Outlook
- Transportation Issues
- Financing
- Local Market/Retail Analysis
- Start-up resources and entrepreneurial skills
- Marketing/Promotion/Content Creation
- Technology/Cyber Security
- Analytics (understanding your customer)
- Web Development

2. What brought you to Evansville?



## Countdown to the Leadership Summit

| OBJECTIVES   | CONTENT  | MEETING DESIGN AND STRUCTURE   | SPEAKERS AND PRESENTERS   | LOGISTICS  |
|--|--|--|---|--|
| <b>4-6 months</b>  |  |  |   |  |
| Begin conversations on desired outcomes.                     |  | Appoint summit director and assemble design team.  | Identify potential outside speakers.  | Select venue and finalize dates.   |
| <b>90 days</b>   |  |  |   |  |
| Discuss potential objectives.                                | Determine required materials for pre-meeting readings and summit presentations.    | Determine topics and sequencing.   | Secure outside speakers.  | Send meeting invites. Finalize travel arrangements.                                  |
| <b>60 days</b>   |  |  |   |  |
| Solicit input on potential objectives from key stakeholders. | Hold pre-meeting webcast. Deploy pre-meeting survey.                               | Design high-level agenda.  | Determine internal presenters and discuss potential objectives. Select emcee. |  |
| <b>30 days</b>   |  |  |   |  |
| Establish final set of objectives.                           | Compile survey results. Draft pre-meeting readings and session material.           | Refine structure on the basis of survey results. Draft detailed agenda, including tools to gather input. | Review internal presentations.  | Walk through the venue and confirm details, including agenda timing.                 |
| <b>1-2 weeks</b>   |  |  |   |  |
| Include objectives in pre-meeting reading material.          | Distribute reading material to attendees. Finalize session content.                | Conduct final walk-through of detailed agenda.   | Conduct rehearsals with presenters and emcee. Confirm external speakers.      | Secure supplies and make table and breakout assignments. Test audiovisual equipment. |
| <b>During</b>  |  |  |   |  |
| Regularly remind attendees of the objectives.                | Compile input gathered through breakouts, keypad polls, etc.                       | Remind attendees of structure and agenda.  | Ensure that speakers and presenters understand their roles.                   | Coordinate ad hoc needs with venue.  |
| <b>After</b>   |  |  |   |  |
|  | Deploy post-meeting survey. Distribute summit output and other communication aids. | Follow-up on commitments. Establish forums for continued collaboration.                                  |   |  |







# Community Development Updates

July 17, 2023 Colette Spranger, Community Development Director

## Recent and ongoing community development activities:

### Site/Business Development

- Core Physical Therapy Site Plan for expansion approved
- Sienna Crest Assisted Living on hold until 2024

### Rock County Economic Development/MadREP Discussion

- Part of a regional effort to develop a Comprehensive Economic Development Strategy (CEDS), which will put the region in a better position to obtain certain federal and state grant moneys

### WEDC Connect Communities/Main Street Program

- Attended an orientation session for the Main Street programs, which Evansville may be eligible to join
- Excellent ideas and examples of downtown/economic transformation in other, similar-sized communities around Wisconsin
- Likely will result in a Main Street 101 presentation at the next Committee of the Whole

## Building Inspection/Permitting

| <b>Permit Summary Report (Total Fees Paid)</b> |                                    |                                      |  |   |
|--|------------------------------------|--------------------------------------|--|---|
|  | <b>Current Month<br/>July 2023</b> | <b>Month Last Year<br/>July 2022</b> | <b>Current Yr-To-Date<br/>1/1/2023 - 7/31/2023</b> | <b>Last Yr-To-Date<br/>1/1/2022 - 7/31/2022</b> |
| <b>Building</b>                                |                                    |                                      |  |   |
| Total Fees                                     | \$3,422.17                         | \$10,209.88                          | \$50,998.15  | \$51,579.74                                     |
| Fees Paid                                      | \$750.17                           | \$10,059.88                          | \$39,826.15  | \$49,879.34                                     |
| Total Project Cost                             | 344,122                            | 838,502                              | 33,860,465   | 5,712,429                                       |
| Total Square Feet                              | 2,252                              | 14,259                               | 67,207   | 123,001   |
| <b>Zoning</b>                                  |                                    |                                      |  |   |
| Total Fees                                     | \$0.00                             | \$0.00                               | \$3,435.57   | \$2,303.00                                      |
| Fees Paid                                      | \$0.00                             | \$0.00                               | \$3,316.45   | \$2,303.00                                      |
| Total Project Cost                             | 0                                  | 0                                    | 13,700   | 6,000   |
| Total Square Feet                              | 0                                  | 900                                  | 34,275   | 24,023  |
| Total Fees                                     | \$3,422.17                         | \$10,209.88                          | \$54,433.72  | \$53,882.74                                     |
| Total Fees Paid                                | \$750.17                           | \$10,059.88                          | \$43,142.60  | \$52,182.34                                     |
| Total Project Cost                             | 344,122                            | 838,502                              | 33,874,165   | 5,718,429                                       |
| Total Square Feet                              | 2,252                              | 15,159                               | 101,482  | 147,024   |

**City of Evansville**  
**Evansville Tourism Commission**  
**July 2023 Summary Submitted by Sue Berg**

The Evansville Tourism Commission does not meet in July.

Updates to share are:

Mural artist Annie Larson has begun to paint the mural.

July 26, Ice Age Trail Alliance will be marking the section of trail that goes through Evansville.

Upcoming events with tourism potential:

EUM – check schedule at <https://evansvilleundergroundmusic.org/calendar/>

Cruise Night Aug. 3

City Wide Garage Sales Aug. 4-5

Music on the Side Aug. 9

Evansville Night Out Aug. 10

Chamber Golf Outing Aug. 24

History in the Park Aug. 27

Cruise Night Sept. 7

Just Desserts Sept. 11

Ladies Night Out Sept. 15

CreekFest / Baker Mfg Celebration Sept. 16

Vintage Shop Hop Oct. 6-7

Olde Fashioned Christmas Nov. 17-18

39<sup>th</sup> Craft Fair Dec. 2

Next meeting dates are August 10 and October 12.



July 17, 2023

## STAFF MEMO

**TO:** Economic Development Committee

**FROM:** Colette Spranger, Community Development Director

**RE:** Hop Garden Brewery and Taproom, Revolving Loan Fund Agreement

The City of Evansville established a revolving loan fund over two decades ago for the purpose of helping Evansville businesses. Three loans have been distributed since 2018 – two forgiven and one repaid in full.

The application for review was submitted by Rich Joseph. The applicant owns Hop Garden Brewery and Taproom at 18 E Main. The Community Development Director received the application in April 2023 and has determined it complete. The Economic Development Loan Review Board met on June 12, 2023 to review the application and discuss needs with the applicant. The Loan Review Board recommended approving the application subject to the conditions at the end of this report.

A satisfactory criminal and financial background check on the applicant was performed by the Evansville Police Department. A draft of the loan agreement is provided tonight along with comments proposed by the City's attorney.

Should the Economic Development Committee recommend approval, final review of the application will go before Common Council in August.

The \$25,000 loan amount will help offset the costs of brewing equipment and electrical upgrades to support the restaurant.

If the Economic Development Committee sees fit, the following motion to approve is recommended:

***City of Evansville Economic Development Committee recommends that Common Council approve application RLF-2023-01 for a loan to purchase equipment and improve the site in the amount of \$25,000 with an Interest Rate at 3% for a term not to exceed 5 years including the following conditions:***

- 1. A primary (UCC) security position on all purchased equipment and existing equipment not to exceed a value of \$25,000.***
- 2. Applicant agrees to the terms of the final loan agreement.***
- 3. Applicant provides an itemized list of what will be purchased.***

# Economic Development Revolving Loan Fund

Applicant Information:  
Instructions, Checklist and Application



City of Evansville, Wisconsin

Approved by Economic Development Committee on March 21, 2016

*Contact the Community Development Director for application assistance:  
colette.spranger@ci.evansville.wi.gov or (608)-882-2263*

## **PURPOSE**

The RLF is designed to facilitate business development projects within the City of Evansville that create investment and employment opportunities for start-up and expanding businesses.

## **ELIGIBILITY**

Any Chief Executive Officer, President, or owner seeking to establish a new operation, expand an existing or start-up a new business in the City of Evansville area, may submit an application. Municipal officials, employees, agents or Common Council Members who exercise decision-making functions or responsibilities relating to the RLF are prohibited from receiving program funds. No loans will be made which are in conflict with any applicable local, state and federal statutes.

Loans *cannot* be used for debt financing, non-essential specialized equipment, residential projects (unless directly related to business conversion), studies or other “soft” costs, maintenance, the payment of assessments for public utilities, or involuntary relocation payments. Nor can funds be used to finance any of the following businesses: speculative investment and/or real estate investments, non-profit business or corporations (unless paying property taxes or a payment in lieu of taxes), lending institutions, gambling operations, non-public recreation facilities, religious organizations or groups, or education facilities.

The following activities are eligible for program funds: land, building, and fixed equipment acquisition; site preparation and construction, including site clearance, demolition, removal or rehabilitation and improvements; the reconstruction or installation of buildings and fixed equipment; working capital, including marketing; workforce development and/or training.

## **REQUIREMENTS**

To be eligible for funding, all of the following minimum conditions will be considered:

1. A minimum of \$1 dollar of private funds leveraged for every \$1 dollar of loan funds requested. Matching funds will be determined on a case by case basis and may include in-kind labor hours, equipment purchases, business expenses, etc.;

2. Demonstration of need based on balance sheet, income statement and cash flow statement.
3. The creation/retention of at least [1] full-time equivalent, permanent position - excluding those filled by owners/partners or family members - for every \$20,000 program funds requested;
4. Project viability and ability to repay the loan;
5. Compliance with all applicable local, state, federal codes and laws;
6. Project completion within 24-months of loan approval, detailing hiring, construction and other relevant time-bound schedules.
7. Satisfactory completion of criminal and financial background check

### **CONDITIONS**

Applications may be submitted at any time during the year. All completed applications are subject to review by Evansville Economic Development Committee and the RLF Review Board. The City's Common Council determines all final loan decisions.

Loan amounts are subject to program fund availability and eligibility criteria. Maximum terms excluding deferral period are as follows (not longer than the term of private financing): working capital - 5 yrs.; machinery, equipment and fixtures – 7 yrs.; and real estate - 10 yrs. Rates are negotiable per RLF Review Board and EDC approval. To secure 100% of the loan, assets to be purchased with loan proceeds and any/all other assets owned and/or used in the business, plus personal guarantees are required. No funds will be released without *written* commitments from other funding sources.

Repayment schedules are monthly; interest and/or principal may be deferred for up to one (1) year, depending on recommendations of the said review. Interest shall accrue during this deferment period, and be added to the principal loan amount. Thereafter, both interest and principal shall be collected for the remaining term of the loan to maturity. No loan shall be subject to any penalty for prepayment prior to the term of the project. However, late payment penalties are applicable.

Failure to comply with any of the provisions of the RLF may result in default. In addition to the said requirements in the Loan Recipient Obligations section, the following shall also be considered as a default:



1. Recipient's failure to create / retain the specified number of jobs within a specified time frame;
2. Failure to make any payment of interest or principal within 30 days after payment due date;
3. Defaulting on other loans with private lenders;
4. Cessation of operations or movement of business from the City;
5. Sale of the business.

### **DISTRIBUTION OF FUNDS**

Upon Notice of Award the following conditions, in addition to those previously stated, must be met and verified prior to releasing funds:

1. Evidence of all necessary permits, licenses, and any other registration requirements;
2. Evidence of program expenditures, such as invoices, receipts, final bills, etc.;
3. Evidence of purchased and installed fixed equipment from program funds;
4. A prepared loan agreement and repayment schedule by the City;
5. A promissory note prepared by the recipient;
6. A prepared mortgage or lien instrument(s) by the City.

### **LOAN RECIPIENT OBLIGATIONS**

All RLF recipients shall agree to comply with the following conditions. Noncompliance may result in financial penalties, notice of default, foreclosure and/or other collective actions.

1. Create/retain obligated number of jobs within 24-months of RLF Agreement;
2. All applicable local, state and federal statutes, as amended and all regulations pursuant to these acts;
3. Funds shall only be used in accordance with the Loan Agreement;
4. Recipients shall permit the City the right of performance monitoring and audit/inspection of all projects and properties assisted with loan funds. Inspections include, but not limited to, contracts, material equipment, payrolls, and conditions of employment. The recipient shall comply with inspection requests within four (4) working days of the request;

5. Recipients shall keep such records of the project, as may be requested by the City. All records shall be kept for at least three years after completion of work for which the loan has been obtained.
6. Recipient shall maintain fire and extended coverage insurance on the property required during the term of the business loan. City of Evansville shall be listed as "other" or "additional" insured on the policy. Term life insurance may be required of the applicant to cover the loan balance through the life of the loan.
7. Recipient must abide by all federal laws where applicable. These include, but may not be limited to: the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act; and all regulations pursuant to these acts.
8. The applicant must submit annual progress reports to the EDC to give an update on the project, including minimum current and projected employment levels, and the financial statements for the period covered.

## CITY OF EVANSVILLE REVOLVING LOAN FUND (RLF) APPLICATION

Instructions: Please read carefully. Prior to submitting an application, please discuss the program with City Staff to ensure all necessary materials are provided.

To receive full consideration, each applicant must provide a complete application. Incomplete applications will not be reviewed until all noted deficiencies are corrected. Applications may be resubmitted, pending review recommendations. (Please Print or Type)

### APPLICANT INFORMATION and BUSINESS PROFILE

**Business/Company Name:** \_\_\_Hop Garden Brewing LLC  
**SIC Code:** \_\_\_\_\_

**Address:** \_\_\_\_\_N8668 COUNTY ROAD D , Belleville, WI. 53508

**Phone:** \_608.516.9649\_\_\_\_\_

**Email:** [rich.joseph.rj@gmail.com](mailto:rich.joseph.rj@gmail.com)

\_\_\_\_\_ Fax: \_\_\_\_\_

**Business Ownership:**

[ X ] Individual, [ ] Partnership, [ ] Corporation, or [ ] Other

\_\_\_\_\_

**Chief Executive Officer, President or Owner (Recipient):** Richard Joseph  
**Person Preparing Application:** Richard Joseph

**Date of Business Incorporation or Start-Up:** \_\_March 2013

**Total Number of Current Employees:** \_15\_\_\_\_, provide breakdown below:

Clerical \_\_\_\_\_, Skilled \_\_\_\_\_, Semi-skilled \_15\_\_\_\_, and Professional \_\_\_\_\_

Part-Time \_15\_\_\_\_, specify avg. weekly hours per employees:

\_\_Seasonal 5-15 hrs week\_\_\_\_\_

Full-Time \_\_\_\_\_, specify avg. weekly hours per employees: \_\_\_\_\_

**Type of Business:**

[ X ] Service, [ ] Retail, [ ] Industrial/Manufacturing, or [ ] Other: \_\_\_\_\_

**Most Recent annual Revenue and Profits:** Revenue \$550,000 Profit \$75,000

**APPLICANT INFORMATION and BUSINESS DESCRIPTION**

As an attachment please provide the following financial information: (1) prior three years Federal Income Tax returns for both business and individual(s); (2) prior three years and current (within 90 days) signed financial statements documenting balance sheets, profit/loss statements, and accountant notes; and (3) Articles of Incorporation or partnership agreement.

Applicants have the option to either provide a written business plan (including equivalent information) as an attachment, or provide a written business description below. If attached indicate in the space provided.

Please describe the qualifications and experience of each principal associated with the current and/or proposed business noting the following items: (1) years of experience and education background, and (2) their personal involvement/ role:

Richard Joseph has been in the brewing, farming, Tap Room and Restaurant business for almost 10 years as Hop Garden Brewing LLC. Rich has a BS from the University of Wisconsin - Madison in Dairy Science and Business 1991.

Rich is the Owner of Hop Garden Brewing LLC. Rich is very involved in Tap Room operations, Kitchen Operations and at the Farm on Hop Production.

Describe the current and/or proposed business operations, noting the following items: (1) date established or proposed start-up and (2) type of operation, legal structure, markets, and products:

We are starting a Tap Room and Brewery at 18 E Main in Evansville. Rich will be brewing on a 1 bbl system to develop new products that can be used at this location as well as the Belleville location. This will be part of our Hop Garden Brewing LLC. We are currently in the permitting process.

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## PROJECT DESCRIPTION AND NEED

Describe the planned RLF usage; in addition attach a 24-month project timeline, noting hiring, construction, and other relevant project time schedules:

We would like help in purchasing brewing equipment and beer coolers to pour beer to our patrons. We hope to be open as soon as the permitting process is completed. That should happen in April 2023. We will be hiring 5-7 people as soon as we receive our permits.

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**Need for Project is Caused By:**  Business Expansion,  Product Expansion,  New Business, or  Necessary to Remain in Business (explain):

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Has a Market Analysis or other investigations been performed to evaluate this project's feasibility?  Yes or  No (If Yes, attach copies)

### Description of all Project Costs

|                                 |                 |
|---------------------------------|-----------------|
| _____ Land/Building Acquisition | \$__NA_____     |
| _____ Rehabilitation/Const.     | \$__12,000_____ |
| _____ Acquisition of Equipment  | \$__26,000_____ |
| _____ Other                     | \$__13,000_____ |

Total Amount of Loan Requested                      \$\_\_30,000\_\_\_\_\_

### **Anticipated Source of Private Funding Match:**

Not Determined

in-kind (specify): \_\_Cash on Hand and cashing in Stocks and Bonds \_\_

Financial Institution: \_\_\_\_\_

Has project been reviewed by a private financial institution?  Yes,  No  
If Yes, provide institution and loan officer name: \_\_\_\_\_

Action Taken, if Any (please provide written documentation)

Approved,  Denied, or  Conditional

## PROJECTIONS

Please attach pro forma financial statements, including all notes and schedules over a three-year period. At a minimum, these must be signed compiled statements by an independent accountant.

**Total Number of New Jobs Created by Project** \_\_15\_\_  
(provide breakdown below)

Clerical \_\_\_\_\_  
Semi-skilled \_\_15\_\_

Skilled \_\_\_\_\_  
Professional \_\_\_\_

Part-Time \_\_15\_\_  
Full-Time \_\_\_\_\_

Ave. Weekly Hr/Emp \_\_\_\_\_  
Ave. Weekly Hr./Emp \_\_\_\_\_

Expected Salary/Wage Range (\$/hr) \_\_\_\_\_

Total Number of Jobs Retained by Project (provide breakdown below)

Clerical \_\_\_\_\_  
Semi-skilled \_\_\_\_\_

Skilled \_\_\_\_\_  
Professional \_\_\_\_\_

Part-Time \_\_\_\_\_  
Full-Time \_\_\_\_\_

Ave. Weekly Hr/Emp \_\_\_\_\_  
Ave. Weekly Hr/Emp \_\_\_\_\_

Expected Salary/Wage Range (\$/hr) \_\_\_\_\_

## APPLICANT SIGNATURE AND VERIFICATION

# Hop Garden History

Just south of Belleville, Rich and Michele Joseph, with help from their family and friends, grow and harvest several varieties of hops on their 20-acre farm. With a recently constructed 1,800 square foot Green House they grow a variety of vegetables and other farm-to-table ingredients to be served at their co-owned Molino Taqueria, located adjacent to the Tap Room in Paoli, at their on-farm produce stand, and also at Sunday Farmers Market in Paoli. Rich is also a founding member of the Wisconsin Hop Exchange – a coop for processing and selling Wisconsin Grown Hops to Brewmasters around the world.

Rich's vision in 2009 to be a simple hop farmer evolved. Raised with the experience of working in family farming of tobacco fields, baling hay and milking cows, his passion for homegrown hops and brewing beer led to great success in the hop farming and craft beer industry. His experience, innovation and tireless work-ethic has resulted in owning and operating a family hop farm business; supporting brewers through the sale of his hops; brewing an array of signature and seasonal craft brews; operating a tap room and beer garden that offers farm-to-glass beer, and farm-to-table food at co-owned Molino Taqueria; and selling Hop Garden Brewing craft beer through grocery and liquor stores, bars and restaurants throughout Southern Wisconsin.



**2010**

Established a 25 plant test plot near Neosho, WI



**2011**

Founding Member of Wisconsin Hops Exchange



**2012**

Established a two acre Hop Yard near Neosho, WI



**2013**

Established Hop Garden Farm in Belleville, WI



**2014**

Launched the Hop Garden's first beer and self-distributed locally



**2015**

Opened the Hop Garden Tap Room in Paoli, WI



**2016**

Completed Construction of Hop Garden Hop Yard




**2020**

Founded Farm Kitchen LLC. Molino Taqueria opened in the historic Paoli Mill complex

**APPLICANT SIGNATURE AND VERIFICATION**

I/WE HAVE READ AND UNDERSTAND THE CONDITIONS, OBLIGATIONS AND REQUIREMENTS ASSOCIATED WITH THE CITY OF EVANSVILLE REVOLVING LOAN FUND (RLF). I/WE ALSO UNDERSTAND THAT THIS INITIAL APPLICATION WILL BE UTILIZED TO DETERMINE RLF ELIGIBILITY. I/WE AGREE TO PROVIDE ADDITIONAL INFORMATION AS REQUESTED BY THE ECONOMIC DEVELOPMENT COMMITTEE AND/OR OTHER RELEVANT PARTIES, INCLUDING A CRIMINAL AND FINANCIAL BACKGROUND CHECK

  
 \_\_\_\_\_

Signature

Richard L. Joseph  
 \_\_\_\_\_

Name (type or print)

Owner  
 \_\_\_\_\_

Title

4-24-23  
 \_\_\_\_\_

Date

Signature

Name (type or print)

Title

Date

\*\*\*\*\* Official Use Only \*\*\*\*\*

Date Submitted 4/24/23

Review Date 6/12/23

Loan Review Board Recommendation \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Explanation \_\_\_\_\_  
 \_\_\_\_\_

Action taken by EDC \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Explanation \_\_\_\_\_  
 \_\_\_\_\_



| <b>ECONOMIC DEVELOPMENT<br/>REVOLVING LOAN FUND CHECKLIST</b>   |   |
|---|---|
| <b>Complete RLF Application</b>   |   |
| <b>Business Profile. Written description of the business including the following:</b>   |   |
| <input checked="" type="checkbox"/>   | A brief history of the existing or proposed business including when it started or is to start, type of operation, legal structure, markets, and products.   |
| <input checked="" type="checkbox"/>   | Key customers and clients, if requested to verify the soundness of the business plan.   |
| <input checked="" type="checkbox"/>   | A brief personal resume of each principal associated with the business including: years of experience, educational background, and personal involvement in the proposed or existing business.                       |
| <input checked="" type="checkbox"/>   | Three years of financial history (if applicable) compiled, reviewed or audited in accordance with generally accepted accounting principles, including balance sheets, profit/loss statements, and accounting notes. |
| <b>Project Description. Written description of how the business plans to use the requested funds, including the following:</b>  |   |
| <input checked="" type="checkbox"/>   | Sources and Uses of Funds Statement   |
| <input type="checkbox"/>  | 18 month project timeline   |
| <input checked="" type="checkbox"/>   | <b>Lender Commitment Letters/ Loan Documentation.</b> Written commitments/ documentation of commitments from all other lenders making loans to the project, including the following:                                |
| <input type="checkbox"/>  | Descriptions of the type of loan being made by the lender (First mortgage, permanent financing, construction financing, etc.).  |
| <input type="checkbox"/>  | The amount of the loan, interest rate, term, and security.  |
| <input type="checkbox"/>  | Statements that the loan is contingent only on the receipt of program financing, if applicable.   |
| <b>Financial Projections.</b> Financial statements over a three-year period or until a break-even point is reached. (Assuming business will receive the requested loan) Statements should be at a minimum accepted accounting principles and clearly show the requested loan is necessary to make the project work. Please include the following: |   |
| <input type="checkbox"/>  | Balance sheet   |
| <input type="checkbox"/>  | Income statement  |
| <input type="checkbox"/>  | Cash flow statement   |
| <b>Background Check Paperwork</b>   |   |
| <b>Proof of insurance (e.g. Product Liability, Life, etc.)</b>  |   |
| <b>Articles of Incorporation and/or relevant business organization status documentation</b>   |   |
| <b>Other Relevant Documentation.</b> The Loan Review Board or Economic Development Committee may require additional information as needed.  |   |



Colette Spranger <colette.spranger@ci.evansville.wi.gov>

**Fwd: Estimate 4790 from High Country Electric, LLC**

1 message

**Rich Joseph** <rich.joseph.rj@gmail.com>

Tue, May 23, 2023 at 7:40 AM

To: Jason Sergeant <jason.sergeant@ci.evansville.wi.gov>, Colette Spranger <colette.spranger@ci.evansville.wi.gov>, Erin Ruppenthal <erin@savvyowmarketing.com>, Susan Farnsworth <sfarnsworth59@gmail.com>

Hi All,

Enclosed is an estimate of the cost of improving electrical to 18 E. Main. For us to run the brewing system and a full kitchen this has to be done. Unfortunately it is about the same cost as the brewing system itself. We will have a 200 amp breaker in the office area so that we can run even more lines as we need to. Not sure how they ever powered a kitchen in there without this. We are really getting to be known for our BBQ in Paoli and we will be bringing the same menu to Evansville.

I am very confident that the business will be worth it. It would be nice to get some city support and somehow stretch the cost out if possible.

Rich

----- Forwarded message -----

From: **High Country Electric, LLC** <[quickbooks@notification.intuit.com](mailto:quickbooks@notification.intuit.com)>

Date: Mon, May 22, 2023 at 1:20 PM

Subject: Estimate 4790 from High Country Electric, LLC

To: <[rich.josephrj@gmail.com](mailto:rich.josephrj@gmail.com)>

Dear Hop Garden Brewing LLC,

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you.

Have a great day!  
High Country Electric, LLC

----- Estimate -----

N3581 BIRCHWOOD DR.  
POYNETTE, WI 53955 US  
(608) 635-7696

Estimate #: 4790  
Date: 05/22/2023  
Exp. Date: 06/05/2023  
\$11,948.00

Address:

Hop Garden Brewing LLC  
N8668 County Road D  
Belleville, WI 53508

Job Address: N8668 County Rd. D Belleville

| Activity     | Description   | Qty | Rate | Amount    |
|--------------|---|-----|------|-----------|
| PRICE INCL** | Install (1) overhead 320amp single phase electric service with (1) QO 200amp panel with main and (1) QO 100amp panel with main- panels mounted in room behind meter |     |      | 11,948.00 |
|              | * Also 125amp single phas   |     |      |           |

hook-up of beer machine  
 \* I did not include the disconnect in quote for the beer machine, if needed the cost will be extra- can see electric panel from machine  
 \* If inspector insists on a disconnect add 480.00 to quote for beer machine  
 \*\* Cost breakdown- 2men 2days @ 79.00 per hr. to build the service- 2528.00  
 \*\* (1) day to finish service and machine hook-up- 2men- 1264.00  
 \*\* Parts cost- other than the meter- 5690.00  
 \* Rental for lift cost per day - 391.00 plus 75.00 for drop off and pick up fee- 466.00 per day- included in quote  
 \*\* Meter cost- 2000.00 (w already purchased)  
 \* Permit fee- (whatever it is)?? So not added in quote

Exclusions\*\* Exclusions No permit fee, no patching, paintin or trash removal.


ExclusionsBecause of current market conditions, prices on materials, copper wire and steel are subject to change unless noted otherwise.

Exclusion If any additional electrical work, not covered by this proposal, were ordered by the electrical inspector, there would be an additional charge for that work

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-----  
 Total: \$11,948.00

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 Estimate\_4790\_from\_High\_Country\_Electric\_LLC.pdf  
 17K



Colette Spranger &lt;colette.spranger@ci.evansville.wi.gov&gt;

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## Hop Garden and Farm Kitchen Sales

1 message

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**Rich Joseph** <rich.joseph.rj@gmail.com>  
To: Colette Spranger <colette.spranger@ci.evansville.wi.gov>

Thu, Apr 27, 2023 at 12:49 PM

Hi Colette,

Attached are our sales for Hop Garden and Farm Kitchen. These are separate businesses owned by me. In Evansville the Beer and the Food will be together. My expectation is that we will see similar numbers in Evansville to the combination of the numbers from Paoli.

So the combination of the two business are below:

2022 Gross Sales \$499,375

2021 Gross Sales \$505,864

2020 Gross Sales \$316,051

We are very heavily weather dependent in Paoli. I am planning on the Evansville location to be much more steady throughout the year since it will be in a downtown and not a bit out in the country.


Let me know if there is anything else I need to provide to you,

Rich

---

### 2 attachments

 **Hop Garden Sales by Year.numbers**  
154K

 **sales-summary-2022-01-01-2022-12-31 (2).numbers**  
155K

# Hop Garden (Paoli Location)

sales-

| Hop Garden Sales      | 2022         |
|-----------------------|--------------|
| Gross Sales           | \$303,095.43 |
| Returns               | -\$493.63    |
| Discounts & Comps     | \$0.00       |
| Net Sales             | \$302,601.80 |
| Gift Card Sales       | \$0.00       |
| Tax                   | \$13,061.20  |
| Tip                   | \$29,347.21  |
| Refunds by Amount     | \$0.00       |
| Total                 | \$345,010.21 |
| Payments              |              |
| Total Collected       | \$345,010.21 |
| Fees                  | -\$5,781.29  |
| Net Total             | \$339,228.92 |
| Hop Garden Sales 2021 |              |
| Gross Sales           | \$291,227.91 |
| Returns               | -\$236.01    |
| Discounts & Comps     | \$0.00       |
| Net Sales             | \$290,991.90 |
| Gift Card Sales       | \$0.00       |
| Tax                   | \$13,376.35  |
| Tip                   | \$25,031.35  |
| Refunds by Amount     | -\$41.00     |
| Total                 | \$329,358.60 |
| Payments              |              |
| Total Collected       | \$329,358.60 |
| Fees                  | -\$4,836.04  |
| Net Total             | \$324,522.56 |
| Hop Garden Sales 2020 |              |
| Gross Sales           | \$195,661.24 |
| Returns               | -\$348.63    |
| Discounts & Comps     | -\$125.00    |
| Net Sales             | \$195,187.61 |
| Gift Card Sales       | \$0.00       |
| Tax                   | \$8,287.15   |
| Tip                   | \$17,903.14  |
| Refunds by Amount     | \$0.00       |
| Total                 | \$221,377.90 |
| Payments              |              |
| Total Collected       | \$221,377.90 |
| Fees                  | -\$3,658.48  |
| Net Total             | \$217,719.42 |

## Farm Kitchen (Paoli Location)

sales-

| Sales                  | 2022                |
|------------------------|---------------------|
| Gross Sales            | \$196,280.98        |
| Returns                | -\$422.27           |
| Discounts & Comps      | -\$4,589.50         |
| Net Sales              | \$191,269.21        |
| Gift Card Sales        | \$0.00              |
| Tax                    | \$10,473.00         |
| Tip                    | \$22,667.12         |
| Refunds by Amount      | \$0.00              |
| <b>Total</b>           | <b>\$224,409.33</b> |
|                        |                     |
| Payments               | 2021                |
| <b>Total Collected</b> | <b>\$224,409.33</b> |
| Fees                   | -\$4,474.94         |
| <b>Net Total</b>       | <b>\$219,934.39</b> |
|                        |                     |
| Sales                  |                     |
| Gross Sales            | \$214,637.67        |
| Returns                | -\$269.19           |
| Discounts & Comps      | -\$2,890.00         |
| Net Sales              | \$211,478.48        |
| Gift Card Sales        | \$0.00              |
| Tax                    | \$11,222.78         |
| Tip                    | \$22,196.86         |
| Refunds by Amount      | -\$25.88            |
| <b>Total</b>           | <b>\$244,872.24</b> |
|                        |                     |
| Payments               |                     |
| <b>Total Collected</b> | <b>\$244,872.24</b> |
| <b>Net Total</b>       | <b>\$239,833.21</b> |
|                        |                     |
| Sales                  | 2020                |
| Gross Sales            | \$120,390.66        |
| Returns                | -\$223.45           |
| Discounts & Comps      | -\$2,333.56         |
| Net Sales              | \$117,833.65        |
| Gift Card Sales        | \$0.00              |
| Tax                    | \$6,248.23          |
| Tip                    | \$11,302.13         |
| Refunds by Amount      | -\$104.03           |
| <b>Total</b>           | <b>\$135,279.98</b> |
|                        |                     |
| Payments               |                     |
| <b>Total Collected</b> | <b>\$135,279.98</b> |
| Fees                   | -\$2,984.73         |
| <b>Net Total</b>       | <b>\$132,295.25</b> |

LIMITED LIABILITY COMPANY DATA SHEET  
as of December 2017

|                    |   |
|--------------------|---|
| NAME:              | Hop Garden Brewing, LLC   |
| ADDRESS:           | N8668 County Road D<br>Belleville, WI 53508                           |
| CLIENT NO.:        | 051556  |
| MATTER:            | 0001  |
| FEDERAL TAX ID:    | 82-3730669  |
| ORGANIZATION DATA: |   |
| STATE:             | Wisconsin (Entity ID No. H060828)                                     |
| DATE:              | December 13, 2017   |
| REGISTERED AGENT:  | Richard L. Joseph   |
| REGISTERED OFFICE: | N8668 County Road D<br>Belleville, WI 53508                           |
| MEMBERS:           | Richard L. Joseph (100%)  |
| MANAGEMENT:        | Member-manager  |
| MISCELLANEOUS:     | Annual Report Due Date: December 31st of each year, beginning in 2018 |

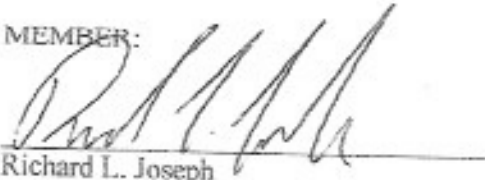
MEMORANDUM OF ORGANIZATION OF  
HOP GARDEN BREWING, LLC

The undersigned, Richard L. Joseph (the "Member"), hereby adopts the following Memorandum of Organization for purposes of forming and managing Hop Garden Brewing, LLC as a limited liability company under the laws of Wisconsin:

1. The Articles of Organization of Hop Garden Brewing, LLC (the "Company"), filed in the Office of the Department of Financial Institutions of Wisconsin with an effective date of December 13, 2017, are hereby adopted, ratified and confirmed.
2. This Memorandum of Organization shall constitute the Operating Agreement of the Company and together with the applicable provisions of the Wisconsin Limited Liability Act, Wisconsin Statutes Chapter 183 (the "Act"), as modified by this Memorandum of Organization, shall govern all rights and obligations of the sole member of the Company.
3. The Member shall be the initial sole member and has made an initial capital contribution to the Company as of the date hereof in an amount representing the Member's 100% interest in the contributions, profits, losses, distributions and membership interests in the Company.
4. The Company shall be managed by its sole member and shall conduct such operations and businesses as the Member shall determine are in the Company's best interests.
5. The Member is authorized and empowered, in the name and on behalf of the Company, to take any and all actions and to execute, perform and deliver any and all documents and/or other instruments which the sole member deems necessary to organize, operate and manage the Company, and the Member's signature appearing thereon shall be conclusive evidence of his approval thereof.
6. At any time when there is only one member of the Company and there is an event of dissociation, including a member ceasing to be member of the Company by reason of death, a sale or other transfer of interest or bankruptcy, the person, persons or entity succeeding to the member's interest as a result of such event of dissociation shall be a member without further action on the part of the transferee, the Company, or the dissociated member and such event of dissociation shall not cause or result in the dissolution of the Company.

Dated effective as of December 13, 2017.

MEMBER:

  
Richard L. Joseph





State of Wisconsin  
Department of Financial Institutions

**ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY**

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**  
Hop Garden Brewing, LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**  
Richard L. Joseph

Article 4. **Street address of the initial registered office:**  
N8668 County Road D  
Belleville, WI 53508  
United States of America

Article 5. **Management of the limited liability company shall be vested in:**  
A member or members

Article 6. **Name and complete address of each organizer:**  
Robert J. Lightfoot, ESQ  
Reinhart Boerner Van Deuren s.c.  
22 E. Mifflin Street, Suite 600  
Madison, WI 53703  
United States of America

Other Information. **This document was drafted by:**  
Robert J. Lightfoot, ESQ

**Organizer Signature:**  
Robert J. Lightfoot, ESQ

**Date & Time of Receipt:**  
12/13/2017 10:53:11 AM



P.O. Box 5555 • Madison, WI 53705-0555  
www.ruralmutual.com

# COMMERCIAL PACKAGE POLICY COMMON POLICY DECLARATIONS

CLIENT NUMBER: 0100124665  
ACCOUNT NUMBER: 535930592

POLICY NUMBER: CPPG127204  
FARM BUREAU NUMBER: 353625

POLICY PERIOD: 10/12/2022 to 10/12/2023 at 12:01 AM at the address of the named insured.

|  |              |  |             |
|--|--------------|--|-------------|
| MAILING ADDRESS:   | 05040CA00009 | SERVICE CENTER: 45   | AGENT: 4127 |
| HOP GARDEN BREWING LLC<br>N8668 HWY D<br>BELLEVILLE WI 53508 |              | JACOB SHROPSHIRE AGENCY & ASSOCIATE<br>124 N LUDINGTON ST<br>COLUMBUS WI 53925<br>OFFICE: 920-350-0285 |             |

### ENDORSEMENT

NAMED INSURED:  
HOP GARDEN BREWING LLC  
6889 CANAL ST  
BELLEVILLE WI 53508

EFFECTIVE: 04/25/2023

PAY PLAN: SEMI-ANNUAL

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### DESCRIPTION OF POLICY CHANGE

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ENDORSEMENT REFLECTS ADD LOCATIONS  
PREMIUM FOR THIS ENDORSEMENT

\$67 +

## SUMMARY OF COVERAGES & PREMIUMS

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Legal Entity: Limited Liability Company

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated on this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

|   |                |
|---|----------------|
| COMMERCIAL PROPERTY COVERAGE PART:          | \$294          |
| COMMERCIAL GENERAL LIABILITY COVERAGE PART: | \$651          |
| LIQUOR LIABILITY COVERAGE PART:             | \$948          |
| COMMERCIAL INLAND MARINE COVERAGE PART:     | \$181          |
| COMMERCIAL CRIME COVERAGE PART:             | No Coverage    |
| <b>TOTAL POLICY PREMIUM:</b>                | <b>\$2,074</b> |

Audit Frequency: Annual

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# COMMERCIAL PACKAGE POLICY

Policy Number: CPPG127204

## FORMS AND ATTACHMENTS:

### COMMON POLICY:

C-1684(02-22) AMENDATORY ENDORSEMENT | IL 00 03(09-08) CALCULATION OF PREMIUM | IL 00 17(11-98) COMMON POLICY CONDITIONS | IL 02 83(11-18) WISC CHANGES-CANC AND NONRENEW | IL 09 35(07-02) EXCLU OF CERTAIN COMPUTER-LOSS | IL 09 85(12-20) DISCLOSURE/TERRORISM RISK ACT | IL 09 86(01-15) EXCL-TERROR-NUCLEAR/BIO/CHEM | IL P 001(01-04) US TREAS FOREIGN ASSETS ADV |

### PROPERTY COVERAGE PART:

C-2358(02-22) AMENDATORY END - PROPERTY | CP 00 10(10-12) BUILDING AND PERSONAL PROP COV | CP 00 90(07-88) COMMERCIAL PROPERTY CONDITIONS | CP 01 13(10-12) WISCONSIN CHANGES | CP 01 40(07-06) EXCL-LOSS FROM VIRUS/BACTERIA | CP 10 30(09-17) CAUSES OF LOSS-SPECIAL FORM | CP 10 76(12-20) CYBER INC EXCL W/CAUSE EXCEP |

### GENERAL LIABILITY COVERAGE PART:

C-1683(02-22) EXCL PUNITIVE OR EXEMPLARY DMG | C-1802(02-22) AMENDATORY END - GEN LIABILITY | CG 00 01(04-13) COMMERCIAL GEN LIAB COVERAGE | CG 01 24(01-93) WI CHANGES-AMEND POL CONDITION | CG 21 06(05-14) EXCL-ACC OR DISC PERS INFO | CG 21 09(06-15) EXCL-UNMANNED AIRCRAFT | CG 21 32(05-09) COMMUNICABLE DISEASE EXCLUSION | CG 21 47(12-07) EMPLOYMT-RELATED PRACTICES EXCL | CG 21 60(09-98) EXCL-YR 2000 COMPUTER REL/ELEC | CG 21 67(12-04) FUNGI OR BACTERIA EXCLUSION | CG 21 76(01-15) EXCL-PUNITIVE DAMAGE-TERRORISM | CG 21 84(01-15) EXCL - TERROR-NUCLEAR/BIO/CHEM | CG 21 96(03-05) SILICA-RELATED DUST EXCLUSION | CG 24 02(12-04) BINDING ARBITRATION | CG 24 07(01-96) PRODUCT/COMPLETED OPER HAZARD | CG 24 26(04-13) AMENDMENT OF INSURED CONTRACT | CG 24 54(12-19) AUTO INS STATUS FOR NEW LLC | CG 40 09(12-19) AMEND OF LIQUOR LIAB EXCL-BYO | CG 99 09(12-19) PREMIUM AUDIT NONCOMPLY CHARGE | IL 00 21(09-08) NUCLEAR ENERGY LIAB EXCLU |

### LIQUOR LIABILITY COVERAGE PART:

CG 00 33(04-13) LIQUOR LIABILITY COVER FORM | CG 28 06(01-96) LIMIT OF COVERAGE TO INS PREM | CG 34 36(12-19) AUTO INS STATUS FOR NEW LLC |

### INLAND MARINE COVERAGE PART:

C-1675(02-22) SPECIAL PROPERTY COVERAGE | C-1764(02-22) LOSS PAYABLE PROVISIONS | C-2359(02-22) AMENDATORY END - INLAND MARINE | CM 00 01(09-04) COMMERCIAL INLAND MARINE COND | CM 01 05(01-01) WISCONSIN CHANGES |

### CRIME COVERAGE PART:

## COMMERCIAL PACKAGE POLICY

Policy Number: CPPG127204

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**C-1764 LOSS PAYABLE PROVISIONS**

LOC 7777 BLDG 0 HOPSHARVESTER HOPSTER5P - LIMIT: \$25,800  
THE BANK OF NEW GLARUS ISAOA  
PO BOX 129  
NEW GLARUS WI 53574

# COMMERCIAL PACKAGE POLICY

Policy Number: CPPG127204

## COMMERCIAL PROPERTY COVERAGE PART AND DECLARATIONS

Coverages Provided: Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

### LOCATION 1: 6889 CANAL ST BELLEVILLE WI 53508 PROTECTION CLASS: 9

**BUILDING 1: TAP ROOM - COOLER; INVENTORY AND EQUIPMENT CONSTRUCTION: FRAME**

| COVERAGE  | COVERED CAUSES | COINSURANCE | LIMIT    | PREMIUM     |
|---|----------------|-------------|----------|-------------|
| PERSONAL PROPERTY- INSURED<br>REPLACEMENT COST<br>INFLATION GUARD: 0%<br>DEDUCTIBLE: \$500 PER OCCURRENCE | SPECIAL        | 90%         | \$15,000 | \$99        |
| <b>TOTAL LOCATION 1 PROPERTY PREMIUM:</b>   |                |             |          | <b>\$99</b> |

### LOCATION 2: 18 E MAIN ST EVANSVILLE WI 53536 PROTECTION CLASS: 3

**BUILDING 1: BUSINESS PERSONAL PROPERTY CONSTRUCTION: MASONRY OR JOISTED MASONRY**

|   |         |     |          |              |
|---|---------|-----|----------|--------------|
| PERSONAL PROPERTY- INSURED<br>REPLACEMENT COST<br>INFLATION GUARD: 0%<br>DEDUCTIBLE: \$500 PER OCCURRENCE | SPECIAL | 90% | \$50,000 | \$195        |
| <b>TOTAL LOCATION 2 PROPERTY PREMIUM:</b>   |         |     |          | <b>\$195</b> |

**TOTAL PROPERTY COVERAGE PART PREMIUM: \$294**

## COMMERCIAL PACKAGE POLICY

Policy Number: CPPG127204

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### LIMITS OF INSURANCE:

|  |             |
|--|-------------|
| GENERAL AGGREGATE LIMIT:<br>(OTHER THAN PRODUCTS-COMPLETED OPERATIONS) | \$2,000,000 |
| PRODUCTS-COMPLETED OPERATIONS AGGREGATE:                               | \$2,000,000 |
| EACH OCCURRENCE LIMIT:   | \$1,000,000 |
| PERSONAL & ADVERTISING INJURY LIMIT:                                   | \$1,000,000 |
| DAMAGE TO PREMISES RENTED TO YOU LIMIT (ANY ONE PREMISE):              | \$100,000   |
| MEDICAL EXPENSE LIMIT (ANY ONE PERSON):                                | \$5,000     |

CLASSIFICATION INFORMATION - SEE CLASSIFICATION SCHEDULE ATTACHED.

# COMMERCIAL PACKAGE POLICY

Policy Number: CPPG127204

## COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE

| CLASSIFICATION CODE   | COVERAGE     | RATE           | ADVANCE PREMIUM |
|---|--------------|----------------|-----------------|
| 10146 BEVERAGE STORES - SOFT DRINKS AND BEER<br>PREMIUM BASIS: \$211,576 GROSS SALES  | OTH<br>P/CO  | 0.298<br>0.019 | \$63<br>\$4     |
| 16931 RESTAURANTS WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 75% OR MORE OF TOTAL ANNUAL RECEIPTS OF THE RESTAURANT - NO TABLE SERVICE - WITHOUT DANCE FLOOR<br>PREMIUM BASIS: \$293,885 GROSS SALES | OTH<br>P/CO  | 1.494<br>0.071 | \$439<br>\$21   |
| 51350 BEER, ALE OR MALT LIQUOR MFG - IN BOTTLES<br>PREMIUM BASIS: \$82,279 GROSS SALES  | OTH<br>P/CO  | 0.158<br>0.194 | \$13<br>\$16    |
| <b>OPTIONAL COVERAGES:</b>  | <b>LIMIT</b> |                | <b>PREMIUM</b>  |
| CG 21 47 - EMPLOYMENT-RELATED PRACTICES EXCLUSION   |              |                | Included        |
| CG 24 07 - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED: RESTAURANT OPERATIONS  |              |                | Included        |
| <b>ADDITIONAL FOR "P/CO" MINIMUM PREMIUM:</b>   |              |                | <b>\$95</b>     |
| <b>TOTAL COMMERCIAL GENERAL LIABILITY COVERAGE PART ADVANCE PREMIUM:</b>  |              |                | <b>\$651</b>    |

THE ADVANCE PREMIUM BASIS OF THIS COVERAGE PART IS SUBJECT TO AN AUDIT.  
ADDITIONAL OR RETURN PREMIUM MAY BE DUE.

### COVERAGE ABBREVIATIONS AND SYMBOLS:

"OTH" - HAZARDS OTHER THAN PRODUCTS/COMPLETED OPERATIONS  
"P/CO" - PRODUCTS/COMPLETED OPERATIONS  
"NOC" - NOT OTHERWISE CLASSIFIED  
"INCL" - INCLUDED

## COMMERCIAL PACKAGE POLICY

Policy Number: CPPG127204

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**COMMERCIAL INLAND MARINE COVERAGE PART  
C-1675 SPECIAL PROPERTY DECLARATIONS AND SCHEDULE**

**DEDUCTIBLE: \$1,000 PER OCCURRENCE**

| <b>LIMIT</b>                                      | <b>IDENTIFYING INFORMATION</b> | <b>ARTICLE</b>          | <b>PREMIUM</b> |
|---|--------------------------------|-------------------------|----------------|
| \$25,800  |                                | HOPSHARVESTER HOPSTER5P |                |
| <b>PREMIUM FOR THIS COVERAGE</b>                  |                                |                         | <b>\$181</b>   |
| <b>TOTAL INLAND MARINE COVERAGE PART PREMIUM:</b> |                                |                         | <b>\$181</b>   |



# COMMERCIAL PACKAGE POLICY

Policy Number: CPPG127204

## COMMERCIAL LIQUOR LIABILITY COVERAGE PART DECLARATION AND SCHEDULE

### LIMITS OF INSURANCE:

|                         |             |
|-------------------------|-------------|
| EACH COMMON CAUSE LIMIT | \$1,000,000 |
| AGGREGATE LIMIT         | \$1,000,000 |

### CLASSIFICATION INFORMATION:

| CLASSIFICATION CODE   | PREMIUM BASIS               | RATE  | ADVANCE PREMIUM |
|---|-----------------------------|-------|-----------------|
| 16931 RESTAURANTS WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 75% OR MORE OF TOTAL ANNUAL RECEIPTS OF THE RESTAURANT - NO TABLE SERVICE - WITHOUT DANCE FLOOR | \$293,885<br>(Liquor Sales) | 3.226 | \$948           |

### OPTIONAL COVERAGES:

CG 28 06 - LIMITATION OF COVERAGE TO INSURED PREMISES: LIQUOR LIABILITY; COVERAGE IS LIMITED TO ONLY THOSE PREMISES SHOWN ON THE DECLARATION PAGES OF THIS POLICY

| LIMIT | PREMIUM: |
|-------|----------|
|       | Included |

**TOTAL LIQUOR LIABILITY COVERAGE PART ADVANCE PREMIUM: \$948**

THE ADVANCE PREMIUM BASIS OF THIS COVERAGE PART IS SUBJECT TO AN AUDIT. ADDITIONAL OR RETURN PREMIUM MAY BE DUE.

**ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (RLF)**

**AGREEMENT BETWEEN THE**

**City of Evansville, WI**

**AND**

**HOP GARDEN BREWING LLC**

**This Agreement is entered into this 8th day of August, 2023, by and between the City of Evansville (“CITY”) and HOP GARDEN BREWING LLC (“BORROWER”).**

**Witnesseth**

**WHEREAS**, the BORROWER has applied to CITY for economic development assistance under the Revolving Loan Fund (RLF) program to undertake activities consistent with the program requirements; and

**WHEREAS**, on **AUGUST 8, 2023** the Common Council, relying on the representations in the BORROWER’s application and the recommendations of the Economic Development Committee and RLF Loan Review Board, agreed to lend **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** to the BORROWER to be utilized in accordance with the terms and conditions of the Agreement;

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

**1. Definitions: For purposes of this Agreement**

- a. “Agreement” means the RLF Agreement between CITY and HOP GARDEN BREWING LLC with any future amendments, modifications, or alterations thereof.
- b. “Application” means the BORROWER’s April 11<sup>th</sup>, 2023 RLF application and all attachments thereto by reference as Exhibit A.
- c. “BORROWER” means **HOP GARDEN BREWING LLC** together with its successors and assigns.
- d. “CITY” means the City of Evansville, together with its successors and assigns.

- e. “Eligible Costs” shall mean all costs and expenditures actually incurred by the BORROWER in 2023 up to TWENTY-FIVE THOUSAND DOLLARS (\$25,000) as more fully described in the City of Evansville “Economic Development Revolving Loan Fund Policies and Procedures Manual.”
- f. “Full Time (FT) Position” means any permanent, non-seasonal full-time position where an employee is required, as a condition of employment, to work at least 36 hours per week.
- g. “Project” means the real estate acquisition, real estate improvements and equipment purchases described within the BORROWER’s Application.
- h. “Project Personal Property” means the manufacturing, office and other equipment described within Exhibit B.
- i. “Promissory Note” means the Promissory Note that is attached hereto and incorporated by reference as Exhibit C.
- j. “Soft Costs” shall mean any of the following: moving fees, legal fees and accounting fees, insurance premiums and commitment fees.

## 2. CITY’s Loan Obligations

- a. Subject to the terms and conditions in this Agreement, including the BORROWER’s satisfaction of the contingencies in Paragraph 3, CITY agrees to lend TWENTY-FIVE THOUSAND DOLLARS (\$25,000) to the BORROWER to cover Eligible Costs. CITY’s loan to the BORROWER shall be evidenced by the Promissory Note, of even date herewith, which is attached hereto and incorporated by reference as Exhibit C.
- b. Subject to the terms and conditions in this Agreement and the Promissory Note, the unpaid principal balance of the loan shall bear interest at the annual rate of THREE (3) percent. The Note shall have a term of five years. Payments will be due, in full, by the FIRST day of each month with the first payment being due September 1, 2023.
- c. The funds loaned by CITY pursuant to this Agreement shall be utilized solely to reimburse the BORROWER for Eligible Costs.
- d. The principal balance and accrued interest shall be repaid in accordance with the terms and conditions of the Promissory Note and, in any event, not later than August 1, 2028.

### 3. CITY's Contingencies

CITY's obligation to close and lend **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** to the BORROWER pursuant to this Agreement shall be contingent upon the BORROWER's satisfaction of each and every one of the following contingencies to the reasonable satisfaction of CITY prior to closing:

- a. The representations and warranties of the BORROWER herein and in its Application shall be true and accurate as of the date of closing.
- b. As of the date of closing, the BORROWER shall not be in default under the terms and conditions of any loan agreement, lease or financing arrangement.
- c. At or before closing, the BORROWER shall execute and deliver the following documents to CITY:
  1. A fully executed Agreement, together with any and all related loan documents.
  2. **A fully executed UCC financing statement and other security documents, granting CITY a shared first security interest position - with the City of Evansville - in select Project Personal Property (See Exhibit B).**
  3. Proof of insurance, in form and substance and from insurance companies reasonably satisfactory to CITY, certifying that the BORROWER has obtained the hazard, commercial general liability, business interruption, and other insurance required by this Agreement.
  4. Such other documents as may be reasonably required by CITY to implement and effect the terms and conditions of the Agreement.

### 4. Disbursement of Loan Proceeds

The BORROWER's right to disbursement of the loan shall be contingent upon its strict compliance with the terms and conditions in this paragraph:

- a. Disbursements. Disbursements shall be made for the Eligible Costs upon CITY's receipt and approval of the invoices, documentation and/or narrative/financial reports required by this Agreement.

- b. Supporting Documentation: Each request for disbursement hereunder shall be accompanied by itemized invoices or billings, including copies of invoices or billings received from vendors and suppliers and certificates from the BORROWER stating the dollar amount and the purpose of each cost and expenditure.
- c. BORROWER Contributions: The BORROWER also shall certify to CITY the dollar amount and purpose of the expenditures the BORROWER has contributed to the Project.
- d. Disbursement Requests: The BORROWER shall use any and all forms prescribed by CITY when requesting disbursement of loan proceeds to cover Eligible Costs.
- e. Withholding of Disbursements: CITY, in its sole discretion, reserves the right to withhold disbursements if CITY determines: that the BORROWER has not provided adequate documentation of Eligible Costs; has failed to make adequate progress on the Project; has failed to file the required reports with CITY; or is otherwise in default under the terms and conditions of this Agreement.

**5. BORROWER’s Loan Payments**

- a. Time shall be of the essence as to the BORROWER’s payment of all principal, accrued interest and other amounts owed hereunder, which shall be delivered to CITY at the following address, or such other place or places CITY may designate, prior to the close of business, 5 PM CST, on the due dates in the Promissory Note:

City of Evansville  
Attn.: Community Development Director  
31 S. Madison St., PO Box 529  
Evansville, WI 53536

- b. All payments called for under this agreement shall be paid by the borrower within 30 calendar days of the date when due. If the borrower fails to fulfill this obligation, the city has the option, at its discretion, to provide the borrower with written notice of this default and provide a specific demand of actions necessary to cure the default, which may include payment of late fees and penalties. The accrual and collection of such late charges and interest shall be in addition to and not in lieu of any other rights and remedies that CITY hereafter may have under this Agreement, the Promissory Note and applicable federal and state law.

- c. The BORROWER shall bear the entire risk of loss, theft, damage, destruction or seizure of the Project Personal Property by or from any cause whatsoever. The BORROWER shall be obligated to pay the principal, interest, late charges and other amounts owed hereunder even if the BORROWER is unable to use the Project Personal Property, or any portion thereof, because of loss, damage, destruction, seizure, non-repair, lack of maintenance or any other reason.
- d. All principal payments, interest and other amounts owed hereunder shall be paid by the BORROWER regardless of any setoff, counterclaim, recoupment, defense or other rights which the BORROWER now or hereafter may have against CITY, the sellers of the Project Personal Property, the contractors and subcontractors involved in making improvements to the Project Personal Property, or any other party.

## **6. Taxes and Fees**

Except as otherwise provided for and contemplated in this Agreement and the BORROWER's loan application, the BORROWER shall keep the Project Personal Property free and clear of all judgments, levies, liens, security instruments, and encumbrances, and shall pay all federal, state and local fees, assessments, charges and taxes which now or hereafter may be assessed or imposed upon the ownership, possession, or use of the Project Personal Property during the term of this Agreement.

## **7. Maintenance**

- a. The BORROWER shall, at its expense:
  - 1. maintain the Project Personal Property, and all additions, attachments and accessories relating thereto used or useful in the conduct of its business, in good condition, repair and working order, ordinary wear and tear excepted; and
  - 2. furnish all labor, materials and services required to preserve and maintain the value and condition of the Project Personal Property, normal wear and tear resulting from the proper use thereof excepted.
- b. Without the written consent of CITY, the BORROWER shall not make, cause or authorize any repairs, alterations, attachments or improvements to the Project Personal Property that:
  - 1. interfere with the safe, normal and satisfactory use, operation and maintenance thereof in the BORROWER's judgement;

2. create safety hazards;
  3. adversely affect the value of the Project Personal Property; or
  4. adversely affect the BORROWER's ability to fulfill its obligations to CITY under this agreement.
- c. All additions, attachments, accessories, fixtures, improvements and repairs to the Project Personal Property shall become a permanent part thereof and, as such shall be subject to the security interests granted to CITY hereunder.

## **8. Repairs**

In addition to its obligations in Paragraph 7 above, the BORROWER shall, at its own expense, repair or replace all Project Personal Property that is damaged or destroyed during the term of this Agreement regardless of whether such property damage or destruction is caused by the BORROWER, its agents, another person or an Act of God, flood, natural disaster, war, riot, or any other event beyond the control of the BORROWER. In the event that such repair costs are covered under and paid for by the BORROWER's insurance, the BORROWER shall promptly pay all deductibles and other sums not covered and paid for thereunder.

## **9. Inspection of Collateral: Notice of Location and Liens**

- a. CITY and its agents shall, at any reasonable time upon four working days notice, have the right to enter upon the Project Personal Property for the purposes of inspecting and observing its condition and use.
- b. The BORROWER shall give CITY prompt written notice an any and all material construction, mechanics, and other liens, writs of attachment, writs of execution, and other judicial liens on the Project Personal Property.
- c. Upon demand by CITY, the BORROWER shall promptly produce for inspection and copying all of the BORROWER's records relating to maintenance, repair and condition of the Project Personal Property.

## **10. Insurance**

- a. The BORROWER shall, at its expense, procure and provide Proof of insurance, in form and substance and from insurance companies reasonably satisfactory to CITY, certifying that the BORROWER has obtained the hazard, commercial general liability, business interruption, and other insurance required by this Agreement.

## **11. Use of Project Personal Property**

- a. The BORROWER shall cause the Project Personal Property to be used and operated in strict compliance with applicable federal, state and local laws, the violation of which would materially and adversely affect the BORROWER's financial ability to comply with this Agreement.
- b. The BORROWER shall not commit, or allow others to commit, any waste with respect to the Project Personal Property.

## **12. "Event of Default" Defined**

- a. The BORROWER's failure to pay, within thirty (30) calendar days of the due date, any of the principal payments or interest due under this Agreement;
- b. The BORROWER's failure to keep the Project Personal Property free and clear of all judgements, levies, liens, security interests, and encumbrances other than those specifically authorized and contemplated by the Agreement;
- c. The BORROWER's failure to maintain and repair the Project Personal Property in the condition required by this Agreement.
- d. The BORROWER's failure, upon demand, to produce within four working days of demand all of the BORROWER's records relating to the maintenance, repair and condition of the Project Personal Property;
- e. The BORROWER's failure to procure and maintain the insurance coverage required by this Agreement;
- f. The BORROWER's use of the Project Personal Property in a manner or for any purpose prohibited by this Agreement.
- g. The BORROWER's failure to comply with or perform any of its other obligations under this Agreement or the Promissory Note; provided, however, that the BORROWER's failure to comply with the terms and conditions of Paragraph 15(b) hereunder shall not be considered an "Event of Default" for purposes of this Agreement for the Promissory Note.



- h. Any assignment for the benefit of the BORROWER's creditors, or commission of any other act amounting to a business failure;
- i. The filing, by or against the BORROWER, of a petition under any chapter of the U.S. Bankruptcy Code or for the appointment of a receiver;
- j. Any event of default or breach of the BORROWER's obligations under the terms and conditions of any loan agreement, lease or financing arrangement;
- k. Any material misrepresentation with respect to the BORROWER's warranties and representations under this Agreement;
- l. The cessation of operations or movement of the business or industry from Evansville, WI;
- m. The sale of the business from the BORROWER and/or a change in ownership; or,
- n. Any other action or omission by the BORROWER, which in CITY's discretion, jeopardizes the BORROWER's ability to fulfill its obligations under this Agreement or otherwise causes CITY to deem itself insecure.

### **13. CITY's Remedies in Event of Default**

- a. Upon the occurrence of any "Event of Default", as defined in Paragraph 12 above, CITY may, at its option and in its sole discretion, communicate with the BORROWER regarding the necessary action required to avoid or cure a default; and the date by which the default must be cured to avoid foreclosure or other collection action. At any time the CITY in its sole discretion determines there is an "event of default", the CITY may declare the BORROWER in default, terminate this Agreement effective immediately and accelerate the principal balance, accrued interest and other amounts owed by the BORROWER hereunder. Upon termination of this Agreement by CITY:
  - 1. The BORROWER shall be liable for interest on the full-unpaid principal balance at the following rates:
    - a. retroactive to the date of disbursement, the BORROWER shall be liable for interest on the full unpaid principal balance at the annual rate of ten (10) percent from the date of disbursement to the date of the first Event of Default; and

- b. from the date of the first Event of Default going forward to the date when the BORROWER's obligations hereunder are paid in full, the BORROWER shall be liable for interest on the full unpaid principal at the annual rate of ten (10) percent.
  2. Subject to the rights of other creditors, CITY shall be entitled to the immediate possession and use of Project Personal Property, free and clear of this Agreement and any rights and interests of the BORROWER hereunder;
- b. In addition to the rights and remedies available to CITY at law, in equity or in bankruptcy, CITY shall be entitled to recover from the BORROWER an amount equal to the sum of:
  1. the unpaid principal balance, accrued interest, late charges and other amounts owed by the BORROWER hereunder;
  2. all costs incurred by CITY in foreclosing upon, repossessing, storing, repairing, selling, leasing or otherwise disposing of the Project Personal Property;
  3. late charges and interest upon all damages resulting from the BORROWER's breach of this Agreement at the annual percentage rate of ten (10) percent from the date of the Event of Default to the date when the BORROWER's obligations hereunder are paid in full;
  4. all court costs and reasonable attorney's fees incurred by CITY in the enforcement of its rights and remedies under this Agreement; and
  5. any other actual or consequential damages arising from the BORROWER's default.
- c. CITY's foreclosure upon, repossession of, and subsequent sale, lease or disposition of the Projects Personal Property shall not affect CITY's right to recover from the BORROWER any and all damages caused by the BORROWER's breach of this Agreement. CITY's rights and remedies hereunder shall be cumulative, not exclusive, and shall be in addition to all other rights and remedies available at law, in equity or in bankruptcy.

#### **14. . BORROWER's Warranties and Representations**

To induce CITY to enter into this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BORROWER hereby warrants and represents to CITY that:

- a. The BORROWER is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin;
- b. The BORROWER has the power and authority to carry on its business in Wisconsin and other jurisdictions as now conducted;
- c. The BORROWER is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary;
- d. The BORROWER is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the BORROWER's financial ability to comply with this Agreement.
- e. The undersigned officer and/or agent of the BORROWER is fully authorized to execute and deliver this Agreement on behalf of the BORROWER;
- f. The BORROWER is unaware of any conditions, which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws, which would have a material and adverse effect on the BORROWER's financial ability to comply with this Agreement;
- g. The BORROWER has read, fully understands, and agrees to all of the terms against the BORROWER;
- h. This Agreement is valid and enforceable in accordance with its terms against the BORROWER;
- i. The BORROWER is financially solvent and able to comply with all of the terms and conditions in the Agreement;
- j. In making these warranties and representations, the BORROWER has not relied upon any information furnished by CITY;
- k. The financial statements and other information provided by the BORROWER to CITY are complete and accurate in accordance with Generally Accepted Accounting Principles, and may be relied upon by CITY in deciding whether to enter into this Agreement with the BORROWER; and
- l. The warranties and representations herein are true and accurate as of the date of this Agreement, and shall survive the execution thereof.
- m. The BORROWER warrants that it has read and understands the City of Evansville Economic Development Revolving Loan Fund Policies and Procedures Manual. The borrower also warrants that it has complied with

said policies and procedures manual and acknowledges that any failure to do so is a default under this agreement. The borrower represents that the city has complied with the policies and procedures manual and waives any claim to the contrary.

## 15. Affirmative BORROWER Covenants

### a. Employment Guaranty Threshold.

The threshold for determining the BORROWER's compliance with the employment retention / creation requirements of paragraph 15(b) shall be ONE (1) Full-Time Equivalent (FTE) positions.

### b. Employment Guarantees With Respect to Retained Employment Positions.

The BORROWER hereby agrees to maintain a total of at least ONE (1) Full-Time Equivalent (FTE) positions until the date of the last payment due on the Business Note (hereinafter referred to as "the Target Date"). BORROWER payroll records will be utilized to confirm / verify employment levels, etc.

### c. Recordkeeping.

The BORROWER shall prepare, keep and maintain such books, records, and other documents as may be reasonably required by CITY to reflect and disclose:

1. the number of new full-time positions created, kept and maintained by the BORROWER pursuant to Paragraph 15(b) above;
2. the amount and disposition of loan funds provided and disbursed under this Agreement; and
3. the total cost of the Project and the improvements to the Project Personal Property.

### d. Financial Records.

All of the BORROWER's financial records shall be prepared, kept and maintained in accordance with Generally Accepted Accounting Principles. Such materials shall be retained by the BORROWER for a period of at least three (3) years following the repayment of the BORROWER's loan from CITY under this Agreement.

e. Inspection.

The BORROWER hereby covenants and agrees to produce for CITY's inspection, examination, auditing and copying, upon reasonable advance notice, any and all of its books, documents, papers and records which relate to this Agreement, the Project, the Project Property, the number of full-time positions created, kept or maintained as a result of this Project, and the use and disposition of the funds loaned by CITY.

f. Audit Report.

Within sixty (60) days after completing the improvements to the Project Personal Property, the BORROWER shall provide CITY with a financial report, in form and substance reasonably satisfactory to CITY, showing that the loan funds were expended in accordance with this Agreement. The BORROWER shall execute any necessary authorizations to allow the CITY to have contact with third-party entities that may have financial information the city wishes to review.

g. Reporting.

The BORROWER hereby covenants and agrees to provide CITY with a narrative report with each request for disbursement of funds. The BORROWER's narrative reports shall state the progress of the Project, the total costs and expenditures incurred and spent on the Project, and the type and number of employees hired during the reporting period. The BORROWER may also be required to furnish CITY with a comprehensive final narrative program report within sixty (60) days after its receipt of the final disbursement. Additionally, for a period of time until the Target Date, the BORROWER shall provide CITY with quarterly updates that detail its compliance with the terms and conditions of Paragraph 15(b) of this Agreement.

h. Nondiscrimination in Employment.

For the term and duration of this Agreement, the BORROWER hereby covenants and agrees not to discriminate against any employee or applicant for employment because of age, race, color, national origin, religion, sex, sexual orientation, disability, veterans status or any other status protected under applicable federal or state law. The conduct prohibited by this provision shall include without limitation, discrimination in connection with employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the BORROWER further agrees to take affirmative action to ensure equal employment opportunities for all

applicants and employees. The BORROWER agrees to post in conspicuous places available for employees and applicants' employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

i. Project Activities.

The BORROWER hereby covenants and agrees to pursue the activities specified in Exhibits A and B.

j. Shareholder's Capital Contributions and Funds.

Any funds contributed to the BORROWER by its shareholders, whether by way of capital contributions, equity or loans, shall be subordinate in payment and security interest to the rights and security interests of CITY hereunder.

**16. Negative BORROWER Covenants**

a. Overhead Expenses.

The BORROWER shall not use any CITY funds provided under this Agreement to pay for any overhead costs, soft costs (as previously defined herein), or to replace loan funds from any other source.

b. Dividends.

During the term of this Agreement, the BORROWER shall be prohibited from paying any dividends to shareholders without the prior written consent of CITY if such dividends would impair the BORROWER's ability to meet obligations to CITY or other creditors.

c. Management Bonus.

During the term of this Agreement, the BORROWER shall be prohibited from paying any management bonus, dividends and distributions to its officers, directors and key employees without the prior written consent of CITY if such management bonuses, dividends and distributions would impair the BORROWER's ability to meet obligations to CITY or other creditors.

d. Consolidation or Merger.

During the term of this Agreement, the BORROWER shall be prohibited from consolidating or merging with or into any other entity, without prior written consent of CITY, and provided that such consolidation or merger

does not interfere with the security interest of CITY in the Project Personal Property and that BORROWER's employment guarantees (see Sec.15.b). Written approval or disapproval from CITY, with respect to its interests detailed within this Agreement, will be provided within thirty (30) days from the original request date.

e. Sale of Assets.

During the term of this Agreement, the BORROWER shall be prohibited from selling the Project Personal Property, without prior written consent of CITY, and provided that such sale(s) does not interfere with the security interest of CITY in the Project Personal Property and the BORROWER's employment guarantees (see Sec.15.b). Written approval or disapproval from CITY, with respect to its interests detailed within this Agreement, will be provided within thirty (30) days from the original request date.

f. BORROWER's Operations.

During the term of this Agreement, the BORROWER covenants and agrees not to move its operations from the Evansville, WI.

## 17. Financial Reports: Certificates

For so long as the BORROWER shall have any obligations or liability under this Agreement, the BORROWER hereby agrees to deliver to CITY:

- a. The BORROWER's preliminary annual financial statements within sixty (60) days and final annual statements within one-hundred twenty (120) days, after the end of each fiscal year, prepared in accordance with Generally Accepted Accounting Principles consistently applied;
- b. Biannual certificates signed by the BORROWER, in a form acceptable to CITY, certifying that the BORROWER has no notice or knowledge of the occurrence of any Event of Default under the Agreement; and
- c. Such other financial information concerning the Agreement, the BORROWER, the Project and the Project Personal Property as CITY may reasonably request.

## 18. Entire Agreement

This Agreement and the accompanying loan documents, promissory note, unlimited guaranties, and exhibits contain the entire agreement of the parties concerning the BORROWER's obligations under the terms and conditions of this Agreement. This Agreement may not be amended,



modified or altered except in writing signed by both the BORROWER and CITY.

**19. Choice of Law**

**THIS AGREEMENT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of this Agreement shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provision of this Agreement.

**20. Venue: Jurisdiction**

Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, late charges, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District or the Rock County Circuit Court in Janesville, Wisconsin. **THE BORROWER HEREBY CONSENTS TO PERSONAL AND SUBJECT MATTER JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE BORROWER OTHERWISE MIGHT HAVE RELATING THERETO.**

**21. Waiver of Right to Jury Trial**

**THE BORROWER HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN CITY AND THE BORROWER CONCERNING THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, LATE CHARGES, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE BORROWER HEREUNDER.**

**22. PERSONAL GUARANTEE**

Each and every individual member of Hop Garden Brewing LLC and signatory of this agreement shall be jointly and severally liable for each and every obligation imposed upon or undertaken by the BORROWER under this AGREEMENT.



By signing this AGREEMENT, each signatory hereby grants a personal guarantee to be responsible for the obligations and duties of the BORROWER under this AGREEMENT.

This AGREEMENT and PERSONAL GUARANTEE shall be applicable to and the responsibility of all future owners of the business until the completion of this AGREEMENT.

**23. Miscellaneous.**

a. Effective Date.

This Agreement shall become effective upon the date of acceptance and execution by the Mayor of the City of Evansville.

b. Notices.

Notices to the BORROWER hereunder shall be sent by certified mail, return receipt requested, to:

Hop Garden Brewing LLC  
Attn: Rich Joseph  
N8668 County Road D  
Belleville, WI 53508

Notice to CITY hereunder shall be sent by certified mail, return receipt requested, to:

City of Evansville  
Attn.: Community Development Director  
31 South Madison Street  
Evansville, WI 53536

c. Severability.

The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clause or provision of this Agreement shall not affect the validity of the remaining sections, clauses or provisions thereof, which shall remain in full force and effect to govern the parties' relationship.

d. Not a Joint Venturer or Partner.

CITY and the BORROWER acknowledge and agree that under no circumstances shall CITY be considered or represented to be a partner or joint venturer of the BORROWER or any beneficiary thereof.

e. Documents.

All documents annexed hereto or required to be delivered contemporaneously with the execution and delivery of this Agreement, are expressly made a part of this Agreement as fully as though completely herein, and all references to this Agreement herein shall be deemed to refer to and include all such documents.

f. Agreement Controlling.

In the event of any conflict or inconsistency between this Agreement and the attachments hereto, the terms of this Agreement shall control.

g. Publicity.

Any publications or news releases relating to this Project shall state that this Project was supported and financed by the Revolving Loan Fund of the City of Evansville.

**24. Captions**

The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the first date set forth above.

**City of Evansville**

By: Dianne Duggan

\_\_\_\_\_  
(signature)  
City of Evansville, Mayor

By: Leah Hurtley

\_\_\_\_\_  
(signature)  
City of Evansville, City Clerk

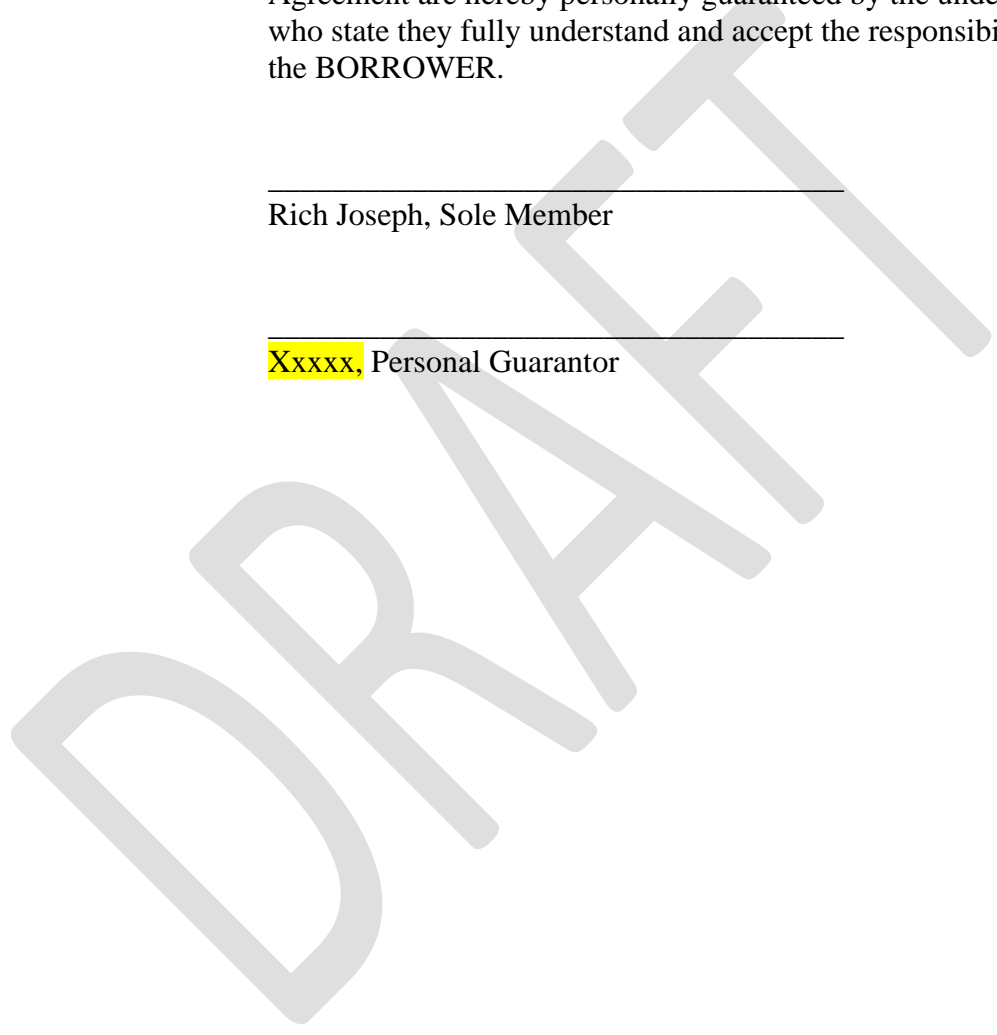
By: Rich Joseph

\_\_\_\_\_ (signature)  
Hop Garden Brewing, LLC

The obligations of the BORROWER stated above in this Agreement are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the BORROWER.

\_\_\_\_\_  
Rich Joseph, Sole Member

\_\_\_\_\_  
Xxxxx, Personal Guarantor



- Exhibit A: Application**
- Exhibit B: Project Personal Property**
- Exhibit C: Promissory Note**

DRAFT



Colette Spranger <colette.spranger@ci.evansville.wi.gov>

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## Hop Garden Brewery

1 message

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**Mark Kopp** <mkopp@janesvillelaw.com>  
To: Colette Spranger <colette.spranger@ci.evansville.wi.gov>  
Cc: "Jamie M. Borck" <jborck@janesvillelaw.com>

Mon, Jul 17, 2023 at 10:23 AM

I looked at the promissory note and the revolving loan fund document. The only comment I have about the note is that there needs to be end quotes at the end of paragraph nine. As to the loan documents, I would make the following comments:

I did not have any of the exhibits to review.

If it is possible to identify who in the "city" the entity has obligations to or who can make demands upon the entity, that would add some clarity.

In paragraph 1 a, you should list the entire name of the document so that the title of the document and what is defined as the "agreement" are the same thing.

In 1 c, it might make sense to have the borrower be the LLC and its single-member. I know there are representations about the borrower having no liens or no judgments, or things along those lines. It could be very possible that this new LLC doesn't have any liens or judgments but the member does.

I think there may be an error in 3 c 2. Maybe the stuff between the dashes should not be there.

In 3 c 3, the city could demand that it be listed as an additional insured as to the property covered by this agreement.

Paragraph 4 c seems out of place. It is more of a representation/inducement and does not seem like it should be part of the draw process.

In paragraph 5 b, the 30 day grace period seems a bit gracious, but that is your call. As a remedy, the city can demand late fees and penalties. However, I did not see any definition or reference to late fees and penalties within the agreement. Those should be established or the language about the ability to recover late fees and penalties should be removed.

In 9 a, the 4 day notice period is pretty gracious. I think you could reasonably shorten it to 2 days.

Just to be fully inclusive, in 9 b before the words "material construction" you could say "past, present, and future".

While this would be an extra burden on the city, it would clear up some potential ambiguity later if the demand in 9 c were required to be a written demand.

You could again, in paragraph 10, demand to be an additional insured. If that is added, the failure to do so should be added as a default in paragraph 12 e.

In 11 a, you should list "ordinances" as something else they need to comply with.

In 12 d, I would again suggest that you be required to provide a written demand and I think it would be reasonable to reduce the notice to two business days.

Paragraphs 13 b 1 and 3 again reference late charges which are not defined in the agreement.

Paragraphs 15 and 16 have subheading titles and no other sections do. You might contemplate removing them.

In paragraph 15, can the full-time employee be the sole member or is it contemplated that there would be the sole member and an additional full-time employee?

In paragraph 15 e, I would get rid of the "reasonable advance notice" language because it is too vague. Since we are using a 4/2 (whichever you decide) business day deadline for everything else, that should be done here.

Paragraph 15 i talked about Exhibits A and B is setting forth the activities to be done by the entity. Make sure those exhibits actually do so. If Exhibit B is simply a listing of the property subject to the agreement, you could get rid of the reference to it here.

For paragraph 17 a, you should find out the entity's fiscal year ahead of time so you can insert it in this paragraph. That will avoid ambiguity.

If possible, you should establish dates certain in paragraph 17 b for the provision of the certificates. Again, that will lessen the ambiguity.

Those are my thoughts at this point. If you have any questions, please feel free to call.

Attorney Mark D. Kopp

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# EVANSVILLE

## ECONOMIC DEVELOPMENT BUSINESS SUMMIT 2023



### *Planning Document for the 2023 Evansville Business Summit*

**Date:** Friday, October 13, 2023

**Time:** 8:30am to 12:30 pm

**Location:** Creekside Place

**Objective:** Provide an opportunity for local businesses and engaged residents to network, collaborate, and learn/access resources.

**Hosted by:** Evansville Economic Development Committee  
Evansville Tourism Commission  
Evansville Chamber of Commerce

### Agenda

8:30 – Breakfast/checking In

9:00 -9:30 - Main Speaker Deb Carey of New Glarus Brewing

9:30 - 10:30 - Roundtable – Local Speakers (4 invitees)

10:30-10:45 - Break

10:45-11:45 - Expert Panel – moderated (5 invitees)

11:45-12:30pm- Business Networking/Lunch

- Special badge for experts/invitees, who are around and available to talk.

### Potential Moderator/Emcee

| Organization  | Who's Contacting | Response |
|---|------------------|----------|
| Jason Fields or Gene Dahloff<br>(MadREP)                  | Colette          |          |
| James Otterstein<br>(Rock County Economic<br>Development) |                  |          |



# EVANSVILLE

## ECONOMIC DEVELOPMENT BUSINESS SUMMIT 2023



| Organization       | Who's Contacting | Response |
|--------------------|------------------|----------|
| Ashley Kix (radio) | Sue              |          |
| Errin Welty (WEDC) | Colette          |          |

### Potential sponsors

| Organization    | Who's Contacting         | Response |
|-----------------|--------------------------|----------|
| US Cellular     | Also Shawn?              |          |
| TDS!!!          | Shawn                    |          |
| Alcivia         | Shawn/ Ashley Schumacher |          |
| BlueScope       |                          |          |
| Baker           |                          |          |
| Stoughton       |                          |          |
| Larsen Acres    | Ben                      |          |
| Lake Ridge Bank | Colette / Steve Eager    |          |

Tiered Sponsorships

\$100

\$250

\$500

Swag, logos on tables, logos on website for registration

Deadline for early sponsorships for inclusion postcard reminders

Banner at Creekside

### Potential Main Speakers

| Organization                       | Who's Contacting | Response     |
|------------------------------------|------------------|--------------|
| Deb Carey<br>New Glarus<br>Brewing | Pat              | Affirmative! |



# EVANSVILLE

## ECONOMIC DEVELOPMENT BUSINESS SUMMIT 2023



| Organization          | Who's Contacting | Response |
|-----------------------|------------------|----------|
| Do we want a back-up? |                  |          |

### Potential Local Business Speakers (total 4 for roundtable)

| Organization                                    | Who's Contacting | Response     |
|---|------------------|--------------|
| Janis Ringhand<br>Small business<br>Cookie bill | Shawn            | Affirmative! |
| Connie Arndt<br>R&A Heating                     | Ben              |              |
| Klitzman Seeds                                  | Brandon          |              |
| Subway/Mary Leeder                              | Colette          |              |
| Milan Batinich                                  | Ben              |              |
| Greg Piefer                                     | Ben              |              |

Secrets to success, connections, what would they do differently, roadblocks

### Potential Guest Speakers/Experts (total 5 for panel)

| Person/Organization | Who's Contacting | Response  |
|---------------------|------------------|-----------|
| Sen. Spreitzer      |                  | Attending |
| Rep. Anderson       |                  | Attending |
| Melissa Destree     | Pat              |           |
| Jason Tish          | Colette          |           |
| Matt Kures          | Colette          |           |
| Ken Malley          | Brandon          |           |
| Steve Deller        |                  |           |
| Gene Dahloff        |                  |           |
| Paul Jaden          |                  |           |



# EVANSVILLE

## ECONOMIC DEVELOPMENT BUSINESS SUMMIT 2023



| Person/Organization                               | Who's Contacting | Response |
|---|------------------|----------|
| Katrina Becker<br>Innovation Center<br>Stoughton  | Colette          |          |
| Craig Kettleon,<br>MadREP                         | Colette          |          |
| UW School of<br>Business Small Biz<br>Dev. Center |                  |          |
| Darren Jacobson,<br>WPPI                          |                  |          |

## Registration

### Event Description:

*Join us for a morning of networking and collaboration. Come hear Deb Carey of New Glarus Brewery talk about her company's history, followed by long-time Evansville business owners talking about their own trials and successes.*

*Got questions about the economy? Marketing trends? We've invited a variety of regional experts for you to chat with face-to-face.*

*New to the Evansville area business community? Join us!*

*Been here your whole life? Join us!*

*Why? Because thriving communities collaborate.*

### Registration Dates

- Save the Date with survey – August 14, 2023
- RSVP/register – September 11, 2023 – for lunch
- Anyone can show up at the door

### Page URL

<https://bit.ly/43Oenft>



# EVANSVILLE

## ECONOMIC DEVELOPMENT BUSINESS SUMMIT 2023



### Next meeting Tasks (7/16/23)

| Task                    | Assigned to    | Due By  |
|-------------------------|----------------|---|
| Logo-esque Finalized    | Jon            | July Meeting  |
| Webpage Updated         | Colette        | Ongoing   |
| Speakers/Guests Invited |                | Ongoing   |
| Food Budget/Budget      | Colette<br>Sue | July Meeting<br><b>Between Community Dev/Econ<br/>Dev Budgets -- ~\$7,000</b> |
| Survey Finalized        |                | July Meeting  |
|                         |                |   |
| Sponsors Contacted      |                | August Meeting  |
| Drip Campaign/Letters   |                | August Meeting  |

### Survey Questions

1. What topics are of greatest interest to you or your business? Please list your top 3 choices.
  - Workforce Development Trends
  - Employee Retention
  - Housing Trends
  - Regional Trade/Industry Outlook
  - Transportation Issues
  - Financing
  - Local Market/Retail Analysis
  - Start-up resources and entrepreneurial skills
  - Marketing/Promotion/Content Creation
  - Technology/Cyber Security
  - Analytics (understanding your customer)
  - Web Development
2. What brought you to Evansville?



# EVANSVILLE

## ECONOMIC DEVELOPMENT BUSINESS SUMMIT 2023



### Countdown to the Leadership Summit

| OBJECTIVES   | CONTENT  | MEETING DESIGN AND STRUCTURE   | SPEAKERS AND PRESENTERS   | LOGISTICS  |
|--|--|--|---|--|
| <b>4-6 months</b>  |  |  |   |  |
| Begin conversations on desired outcomes.                     |  | Appoint summit director and assemble design team.  | Identify potential outside speakers.  | Select venue and finalize dates.   |
| <b>90 days</b>   |  |  |   |  |
| Discuss potential objectives.                                | Determine required materials for pre-meeting readings and summit presentations.    | Determine topics and sequencing.   | Secure outside speakers.  | Send meeting invites. Finalize travel arrangements.                                  |
| <b>60 days</b>   |  |  |   |  |
| Solicit input on potential objectives from key stakeholders. | Hold pre-meeting webcast. Deploy pre-meeting survey.                               | Design high-level agenda.  | Determine internal presenters and discuss potential objectives. Select emcee. |  |
| <b>30 days</b>   |  |  |   |  |
| Establish final set of objectives.                           | Compile survey results. Draft pre-meeting readings and session material.           | Refine structure on the basis of survey results. Draft detailed agenda, including tools to gather input. | Review internal presentations.  | Walk through the venue and confirm details, including agenda timing.                 |
| <b>1-2 weeks</b>   |  |  |   |  |
| Include objectives in pre-meeting reading material.          | Distribute reading material to attendees. Finalize session content.                | Conduct final walk-through of detailed agenda.   | Conduct rehearsals with presenters and emcee. Confirm external speakers.      | Secure supplies and make table and breakout assignments. Test audiovisual equipment. |
| <b>During</b>  |  |  |   |  |
| Regularly remind attendees of the objectives.                | Compile input gathered through breakouts, keypad polls, etc.                       | Remind attendees of structure and agenda.  | Ensure that speakers and presenters understand their roles.                   | Coordinate ad hoc needs with venue.  |
| <b>After</b>   |  |  |   |  |
|  | Deploy post-meeting survey. Distribute summit output and other communication aids. | Follow-up on commitments. Establish forums for continued collaboration.                                  |   |  |

