



**City of Neenah**  
**Liquor Licensing Review Subcommittee**  
(of the Public Services & Safety Committee)

**Agenda**

**Tuesday, October 10, 2023 at 4:00pm**  
**City Hall Council Chambers**  
**211 Walnut Street**

**NOTICE IS HEREBY GIVEN**, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

- I. Approval of minutes of June 27, 2023. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
  - A. Review and make recommendation on the transfer of Original "Class B" Combination Alcohol Beverage Retail License Application and Plan of Operation for Generation Paulson, Inc, d/b/a Layla's Place, 218 W. Wisconsin Avenue, Christopher Paulson, agent.
- VI. Any announcements/questions for the Committee.
- VII. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6110** or e-mail [clerk@ci.neenah.wi.us](mailto:clerk@ci.neenah.wi.us) at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Minutes of the Liquor Licensing Review Subcommittee  
of the Public Services & Safety Committee  
Tuesday, June 27, 2023 at 4:00 p.m.  
City Hall, Council Chambers**

**MEMBERS PRESENT:** Police Chief Olson, Director of Community Development & Assessment Haese, City Clerk Nagel, and Aldermen Stevenson, Weber, and Borchardt Fire Chief Kloehn and City Attorney Rashid were excused.

**ALSO PRESENT:** Shelly Smith of Sherrytown 2, LLC.

Chairman Stevenson called the meeting to order at 4:03 p.m.

- I. Approval of minutes of March 28, 2023 (minutes can be found on the city web site).  
**MS by Haese/Borchardt to approve the minutes of the March 28 2023 meeting as presented, all voting aye.**
- II. Appearances: None.
- III. Unfinished Business: None.
- IV. New Business:
  - A. Review and make recommendation on the transfer of Original “Class B” Combination Alcohol Beverage Retail License Application and Plan of Operation for Sherrytown 2, LLC, d/b/a Sherrytown Station, 432 Sherry Street, Shelly Smith, agent.

The Clerk’s Office received a Transferring License Business to Business, an Original Alcohol Beverage Retail License Application, and an Operations Plan for Sherrytown 2, LLC, d/b/a Sherrytown Station at 432 Sherry Street. The current “Class B” Combination Liquor License is issued to Sherrytown Station, LLC. The bar, Sherrytown Station, is being sold. Part of the sale transaction is the transfer of the liquor license.

A background check has been successfully completed on Sherrytown 2, LLC, with no monies owed to the city. All transfer paperwork is in order. Approving the transfer to Sherrytown 2, LLC, does not impact the liquor license quota.

Staff recommends approval of the transfer of regular “Class B” Combination Intoxicating Liquor and Fermented Malt Beverage License from Sherrytown Station, LLC, to Sherrytown 2, LLC, d/b/a Sherrytown Station at 432 Sherry Street.

**MSC Haese/Olson to recommend to Committee approval of the transfer of regular “Class B” Combination Intoxicating Liquor and Fermented Malt Beverage License from Sherrytown Station, LLC, to Sherrytown 2, LLC, d/b/a Sherrytown Station at 432 Sherry Street, all voting aye.**

V. Any announcements/questions for the Subcommittee  
None.

VI. Adjournment

**MSC by Borchardt/Haese to adjourn at 4:06 p.m., all voting aye.**

Respectfully submitted,



Charlotte Nagel, City Clerk

# Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	City of Neenah
License Period	10/1/23 - 6/30/24

**License(s) Requested**

- |   |   |
|---|---|
| <input type="checkbox"/> Class "A" Beer . . . . . \$ _____            | <input type="checkbox"/> "Class A" Liquor . . . . . \$ _____            |
| <input checked="" type="checkbox"/> Class "B" Beer . . . . . \$ _____ | <input checked="" type="checkbox"/> "Class B" Liquor . . . . . \$ _____ |
| <input type="checkbox"/> "Class C" Wine . . . . . \$ _____            | <input type="checkbox"/> "Class A" Liquor (Cider Only) \$ _____         |
| <input type="checkbox"/> Reserve "Class B" Liquor \$ _____            | <input type="checkbox"/> "Class B" (Wine Only) Winery \$ _____          |

License Fees	\$
Publication Fee	\$
Background Check	\$
<b>Total Fees</b>	<b>\$</b>

**Part A: Premises/Business Information**

1. Legal Business Name (registered entity name or individual's name if sole proprietorship) <i>Generatio Paulson Inc</i>		
2. Trade Name or DBA <i>Laylor Place</i>		
3. Premises Address <i>218 W. Wisconsin Ave Neenah, WI 54956</i>		
4. County <i>Winnebago</i>	5. Municipality <i>City of Neenah</i>	6. Aldermanic District <i>1</i>
7. Mailing Address (if different from premises address) <i>same</i>		
8. FEIN [REDACTED]	9. Wisconsin Seller's Permit Number [REDACTED]	
10. Premises Phone <i>920-725-9472</i>	11. Premises Email <i>pauls_42@yahoo.com</i>	
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.  <i>Main bar, bathrooms, dry storage, custom seating area, office. potentially an outdoor secured/fenced in area.</i>		

**Part B: Questions**

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. . . . .  Yes     No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? . . . . .  Yes     No  
If yes, please explain using the space below. Attach additional sheets if necessary.

**Part C: For Corporate/LLC Applicants Only**

1. State of Registration: Wisconsin      2. Date of Registration: \_\_\_\_\_

3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors.  Yes  No

Name of Parent Company: Generation Paulson      FEIN of Parent Company: [REDACTED]

4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?  Yes  No  
If yes, please explain using the space below. Attach additional sheets if necessary.

5. Agent's Last Name: Paulson      Agent's First Name: Chris      Phone: [REDACTED]

**Part D: Individual Information**

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

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

Last Name	First Name	Title	Phone
<u>Paulson</u>	<u>Chris</u>	<u>owner/agent/member</u>	<u>[REDACTED]</u>

**Part E: Attestation**

Who must sign this application?  
 sole proprietor     one general partner of a partnership     one corporate officer     one managing member of an LLC

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

Signature: [Signature]      Date: 9/22/23

Name (Last, First, M.I.): Paulson, Chris D.

Title: owner      Email: paulson42@psychoc.com      Phone: [REDACTED]

**Part F: For Clerk Use Only**

Date application was filed with clerk <u>9/22/23</u>	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  
 Village of Neenah County of Winnebago  
 City

The undersigned duly authorized officer/member/manager of Generation Paulson  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Laylor Place  
(Trade Name)

located at 218 W. Wisconsin Ave Neenah WI 54956

appoints Chris Paulson  
(Name of Appointed Agent)  
W5793 Royal Town Drive Menasha WI 54952  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? [Redacted]

Place of residence last year W5793 Royal Town Drive Menasha, WI 54952

For: Generation Paulson  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

## ACCEPTANCE BY AGENT

I, Chris Paulson, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 9/20/27 Agent's age [Redacted]  
(Signature of Agent) (Date)  
W5793 Royal Town Drive Menasha, WI 54952 Date of birth [Redacted]  
(Home Address of Agent)

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Paulson</u>		(first name) <u>Chris</u>		(middle name) <u>Dennis</u>	
Home Address (street/route) <u>W5793 Royal Train Drive</u>		Post Office	City <u>Menasha</u>	State <u>WI</u>	Zip Code <u>54952</u>
Home Phone Number [REDACTED]		Age [REDACTED]	Date of Birth [REDACTED]	Place of Birth [REDACTED]	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.

Chris Paulson of Generation Paulson Inc  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? [REDACTED]
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.

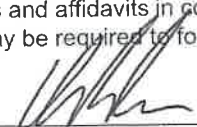
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. Gambler Sports Bar Inc / Generation Paulson dba The Daily Pint (Appleton)  
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers. same for 22 years

Employer's Name	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
(Signature of Named Individual)



## Plan of Operation for Alcohol Beverage License Application

OFFICE OF THE CITY CLERK  
211 Walnut Street • Neenah, WI 54956  
(920) 886-6100

Your application will be returned for failure to fill out this form completely, correctly, and submit the required Detailed Floor Plan as outlined.

<b>Business Name:</b> <u>Generation Paulson</u>																												
<b>Address of Premises:</b> <u>W5793 Royal Train Drive</u>	<b>Business Telephone Number:</b> [REDACTED]																											
<b>Business Mailing Address – if different from address of premises :</b> <u>W5793 Royal Train Drive Menasha, WI 54952</u>																												
<b>Business Internet/E-mail Address:</b> <u>paulson42@yahoo.com</u>	<b>Business Fax Number:</b> <u>NA</u>																											
<b>Owner's Name:</b> <u>Chris Paulson</u>	<b>Owner's Phone Number:</b> [REDACTED]																											
<b>Owner's Address include city, state, zip code:</b> <u>W5793 Royal Train Drive Menasha, WI 54952</u>																												
<b>Will the agent, a partner of the individual licensee be conducting the day-to-day operations of the business:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, list name and address of person who will:																												
<i>Class B Applicants: If the agent, a partner or the individual licensee will not be conducting the day-to-day operations of the business, the person listed above must obtain a Class B Manager's license.</i>																												
<b>Does anyone else have money invested or any other interest in this business?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain: <u>Landlork of building</u>																												
<b>What types of business do you or will you conduct at this location? (Check all that apply):</b> (Other licenses/permits may be required to operate your business.)																												
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Full Service Restaurant</td> <td><input type="checkbox"/> Café/Coffee Shop</td> <td><input type="checkbox"/> Bed &amp; Breakfast</td> </tr> <tr> <td><input type="checkbox"/> Grocery Store</td> <td><input type="checkbox"/> Convenience Market</td> <td><input type="checkbox"/> Hotel</td> </tr> <tr> <td><input type="checkbox"/> Liquor Store</td> <td><input type="checkbox"/> Indoor Golf Facility</td> <td><input type="checkbox"/> Private Sports Club</td> </tr> <tr> <td><input type="checkbox"/> Theater</td> <td><input type="checkbox"/> Wine Tasting Room</td> <td><input type="checkbox"/> Veterans Club</td> </tr> <tr> <td><input type="checkbox"/> Brew Pub</td> <td><input checked="" type="checkbox"/> Tavern</td> <td><input type="checkbox"/> Fraternal Club</td> </tr> <tr> <td><input type="checkbox"/> Volleyball Court (Permanent Extension of Premises required)</td> <td><input type="checkbox"/> Catering (sales only allowed on the premises issued and alcohol beverage licensed)</td> <td><input type="checkbox"/> Video Game Center-6 or more games</td> </tr> <tr> <td><input type="checkbox"/> Bar &amp; Grill</td> <td><input type="checkbox"/> Night club</td> <td><input type="checkbox"/> Bowling Center</td> </tr> <tr> <td><input type="checkbox"/> Comedy Club</td> <td><input type="checkbox"/> Recreational Paint Studio</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Billiard Center</td> <td></td> <td></td> </tr> </table>		<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Café/Coffee Shop	<input type="checkbox"/> Bed & Breakfast	<input type="checkbox"/> Grocery Store	<input type="checkbox"/> Convenience Market	<input type="checkbox"/> Hotel	<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Indoor Golf Facility	<input type="checkbox"/> Private Sports Club	<input type="checkbox"/> Theater	<input type="checkbox"/> Wine Tasting Room	<input type="checkbox"/> Veterans Club	<input type="checkbox"/> Brew Pub	<input checked="" type="checkbox"/> Tavern	<input type="checkbox"/> Fraternal Club	<input type="checkbox"/> Volleyball Court (Permanent Extension of Premises required)	<input type="checkbox"/> Catering (sales only allowed on the premises issued and alcohol beverage licensed)	<input type="checkbox"/> Video Game Center-6 or more games	<input type="checkbox"/> Bar & Grill	<input type="checkbox"/> Night club	<input type="checkbox"/> Bowling Center	<input type="checkbox"/> Comedy Club	<input type="checkbox"/> Recreational Paint Studio		<input type="checkbox"/> Billiard Center		
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<b>Briefly detail the type of business you plan to operate, if granted a license:</b> <u>Continue the bar/tavern business</u>																												
<b>What other types of licenses or permits will you or do you hold at this location? :</b>																												
<input type="checkbox"/> Tavern Entertainment <u>?</u>	<input type="checkbox"/> Cigarette	<input checked="" type="checkbox"/> Amusement Devices																										
<input type="checkbox"/> Dance Hall	<input checked="" type="checkbox"/> Food (though Health Dept.)	<input type="checkbox"/> Other(s)																										

**If applying for a Class B or C license, what type of food service will you have? (check all that apply):**

<input type="checkbox"/> None	<input type="checkbox"/> Prepackaged Foods	<input type="checkbox"/> Snacks
<input checked="" type="checkbox"/> Appetizers	<input type="checkbox"/> Catered Events	<input type="checkbox"/> Full Meals

**What percentage of your total sales will be from the sales of alcohol beverages?** 15-20%

**Is there at least 300 feet between the building and any church, school or hospital?**  Yes  No

**How many alcohol serving premises are within a 4 block radius of your business?** 2-3

**Do you have any future plans for other businesses, licenses or permits at this location?**  Yes  No  
If yes, explain:

**Is this premise under construction?**  Yes  No If yes, list estimated completion date:

**Is this a franchise?**  Yes  No

**What was the previous name & nature of the business operating at this location, if applicable?**  
BAR 22 Bar Haven

**Is this premises currently or ever been licensed?**  Yes  No If yes, list type of license:

**Is the current licensee operating?**  Yes  No If no, list date closed:

**If alcohol sales are a new use in this building, please contact the Neenah Police Department at (920) 886-6000 to meet with Chief of Police to review regulations/ordinances.**

**What is the zoning classification for this premise?** Commercial

**HOURS OF OPERATION FOR ALCOHOL BEVERAGE SALES/SERVICE ONLY**

Day of the Week	Proposed Hours of Operation:	
	Open	Close
Sunday	11am	
Monday	closed	
Tuesday	11am 3pm	
Wednesday	3pm	
Thursday	3pm	
Friday	1pm	
Saturday	11am	

*Varies / no later than 2am*

**PROHIBITED HOURS OF OPERATION:**  
 Class A: 9:00 PM to 8:00 AM; Class B/C: Monday thru Friday 2:00 AM - 6:00 AM;  
 Class B/C: Saturday thru Sunday 2:30 AM - 6:00 AM

<b>Legal Capacity/Occupancy of Premises:</b> Inside <u>90</u> Outside _____ (does not include Class A) Call (920) 886-6130 if you have questions.	<b>Number of Parking Spaces on the premises, not including street parking:</b> <u>2</u>
--	---

**LITTER/GARBAGE:**  
**What are your plans to keep the grounds clean (check all that apply):**  
 Sweep  Pressure Wash  Pick Up Litter  Hired Maintenance  Garbage Cans Outside  
 Other: \_\_\_\_\_

**Who is responsible to keep the grounds clean?**  Licensee  Building Owner  Employees  
 Hired Maintenance Other: \_\_\_\_\_

**NOISE: How will issues be addressed? (check all the apply):**  Security  Manager approaches  
 customer(s)  Call police  Signs posted Other: 1st report

**DETAILED FLOOR PLAN**

Please read all instructions before preparing the floor plan.

- A detailed floor plan must be submitted with this application.
- Even if the premises has been previously licensed and a floor plan submitted, a new floor plan must be submitted with this application.
- The floor plan must be filed on 8 1/2 x 11 inch sized paper. Plans do not need to be architectural drawings and need not be to scale. Handwritten plans are acceptable.
- A separate sheet of paper should be filed for each floor where alcohol will be stored, displayed, sold, given away and/or consumed.

The floor plan must include all of the following items:

1. Dimensions and total square feet of the premises (length x width = square feet)
2. Label all entrances and exits
3. Label and provide dimensions (length & width) of all alcohol storage areas (coolers, stock room, basement, etc.)
4. Label and provide dimensions (length x width) of all alcohol display areas (behind the bar, shelves, etc)
5. Class B & C Applicants only: Label and provide dimensions (length x width) of all outdoor areas used for the sale or service of alcohol beverages (for example, patios, beer gardens, sidewalk cafes)
6. Class B & C Applicants only: Label all seating areas, bars, and food preparation areas (kitchen)
7. Label and provide dimensions (length x width) for the first floor showing the relation of all parking areas on the premises to the building, not including street parking.
8. On each page mark the following: North ↑, Date, Business name & address

**ALL NEW & TRANSFER APPLICANTS:**

**Submit Proof of Ownership, Lease or Offer to Purchase the Building with this application.**

A Lease or Offer to Purchase must:

1. Be in the same legal entity names as those applying for the license
2. Reflect the same address as the premises address on this application
3. Reflect current dates and
4. Be signed by the lessor/seller and lessee/buyer

**Lease or Offer to Purchase may be contingent upon the license being granted.**

**Do you own or lease the building?** Check one:  Own  Lease

Who owns the fixtures (i.e. Coolers, etc.)? Reload of Wisconsin LLC

Subscribed and sworn to before me  
this 22nd day of September, 2023

Notary Public, State of Wisconsin  
My Commission expires: 10-18-2027  
Notary Seal must be affixed Charlotte K Nagel

Walton  
Signature of Individual/Partner/Officer

Signature of Partner/Officer

**Warning: Penalty provided for submitting false statements and affidavits with this application.**

**Your application will be returned for failure to fill out this form completely and correctly, and submit a detailed floor plan as indicated.**



## **COMMERCIAL LEASE**

This Lease Agreement (this "Lease") is dated as of October 02, 2023, by and between Reload Of Wisconsin LLC ("Landlord"), and Chris Paulson ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Downstairs tavern and basement (the "Premises") located at 218 W. Wisconsin St, Neenah, WI 54956.

**TERM.** The lease term will begin on October 02, 2023 and will terminate on September 30, 2024.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$2,200.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 45 W. Snell Rd, Oshkosh, Wisconsin 54901. The payment address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Tavern operations. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

**FURNISHINGS.** The following furnishings will be provided: All equipment needed, barstools, refrigerators, tables, coolers, gaming games. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

**STORAGE.** Tenant shall be entitled to store items of personal property in Basement during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate

insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be \$3,000.00 per month.

#### **MAINTENANCE.**

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks, including snow and ice removal
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the air conditioning system
- all other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance shall include:

- Snow removal, maintaining a clean environment.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

4 **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Reload Of Wisconsin LLC  
45 W. Snell Rd  
Oshkosh, Wisconsin 54915

**TENANT:**

Chris Paulson  
218 W. Wisconsin St  
Neenah, WI 54956

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Wisconsin.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

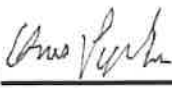
**LANDLORD:**

**Reload Of Wisconsin LLC**

By:   
James Donker, Owner

Date: 09/20/2023

**TENANT:**

By:   
Chris Paulson

Date: 09/22/2023