



City of Neenah
Liquor Licensing Review Subcommittee
(of the Public Services & Safety Committee)
Agenda
Tuesday, October 8, 2024 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 July 30, 2024 Meeting.
- II. Public Appearances.
- III. Unfinished Business.
- IV. New Business.
 - A. Review and make a recommendation on the Original "Class B" Combination Alcohol Beverage Retail License Application and Plan of Operation for Revs Neenah, LLC. d/b/a Rolling Thunder Lanes, 934 Byrd Avenue, William Smith, Agent.
 - B. Review and make recommendation on the Original "Class B" Combination Alcohol Beverage Retail License Application and Plan of Operation for Grainworks Old + New, LLC, d/b/a Grainworks Old + New, 200 Main Street, Brian Duncan, 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 at least 48 hours prior to the scheduled meeting or event to request an accommodation.



Dept. of Legal & Administrative Services
Office of the City Clerk
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6100 • Fax 920-886-6109
e-mail cnagel@neenahwi.gov
CHARLOTTE K. NAGEL, WCMC

MEMORANDUM

DATE: October 8, 2024

TO: Mayor Lang, Members of Liquor License Review Subcommittee,
Members of Public Services & Safety Committee, Members of the
Common Council

FROM: Char Nagel, City Clerk

RE: Application for Regular "Class B" Combination Liquor License –
Revs Neenah, LLC, Rolling Thunder Lanes

The Clerk's Office received a Transferring License Business to Business, an Original Alcohol Beverage Retail License Application, and an Operations Plan for Revs Neenah, LLC d/b/a Rolling Thunder Lanes, 934 Byrd Avenue. The current "Class B" Combination Liquor License is issued to Rolling Thunder Lanes, LLC d/b/a Rolling Thunder Lanes. The bowling alley, Rolling Thunder Lanes, is being sold, in which part of the sale transaction is the transfer of the liquor license.

A background check has been successfully completed on Revs Neenah LLC, with no monies owed to the city. Background checks were also conducted on the new owner and agent, William Smith, with no issues reported. All transfer paperwork is in order. Approving the transfer to Revs Neenah, LLC does not impact the liquor license quota. The new owners intend to keep the operations and site layout of the bar the same as it currently is.

Staff recommends approval of the transfer of regular "Class B" Combination Intoxicating Liquor and Fermented Malt Beverage License to Revs Neenah, LLC, d/b/a Rolling Thunder Lanes, 934 Byrd Avenue.

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

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

- ☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ 250
- ☐ "Class A" Liquor \$ _____ ☒ "Class B" Liquor \$ 250
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ <u>500.00</u>
Background Check Fee	\$ _____
Publication Fee	\$ <u>65.00</u>
Total Fees	\$ _____

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

Revs Neenah LLC

2. Business Trade Name or DBA

Rolling Thunder Lanes

3. FEIN

99-4495897

4. Wisconsin Seller's Permit Number

456-10.31843508-04

5. Entity Type (check one)

☐ Sole Proprietor

☐ Partnership

☒ Limited Liability Company

☐ Corporation

☐ Nonprofit Organization

6. State of Organization

WI

7. Date of Organization

08/16/2024

8. Wisconsin DFI Registration Number

R091188

9. Premises Address

934 Byrd St

10. City

Neenah

11. State

WI

12. Zip Code

54956

13. County

Winnebago

14. Governing Municipality: ☒ City ☐ Town ☐ Village
of: Neenah

15. Aldermanic District

3

16. Premises Phone

(920) 722-1998

17. Premises Email

erik@bowlrevs.com

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

bowling area, bar room, kitchen, beer cooler, storage room, arcade room, and party rooms

20. Mailing Address (if different from premises address)

275 N Washburn St

21. City

Oshkosh

22. State

WI

23. Zip Code

54901

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No
If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . ☐ Yes ☒ No beverages.
If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

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

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

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

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

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

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

Part C: Individual Information

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

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

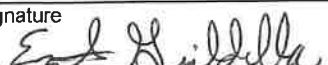
Last Name	First Name	Title	Phone
Gialdella	Erik	Member	

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Gialdella	Erik	A
Title	Email	Phone
Member	erik@bowlrevs.com	
Signature	Date	
	10/02/24	

Part E: For Clerk Use Only

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



CERTIFICATE OF COMPLETION

This certifies that

Erik Gialdella

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
05/11/2024



Expiration Date
05/11/2026



Certificate #
WI-00625368

A handwritten signature in blue ink, appearing to read 'Sarah Meyer'.

Official Signature

This certificate is non-transferable and represents the successful completion of an approved

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

Alcohol Beverage
Individual QuestionnaireDate
10/14/24

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

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

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

Part A: Business Information

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

Revs Neenah LLC

2. Business Trade Name or DBA

Rolling Thunder Lanes

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Gialdella

2. First Name

Erik

3. M.I.

A

4. Relationship to Business (Title)

Member

5. Email

erik@bowlrevs.com

6. Phone

7. Home Address

1642 River Mill Rd

8. City

Oshkosh

9. State

WI

10. Zip Code

54901

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

WI

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

Months

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

Previous Address	City	State	Zip Code
Previous Address 1			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Winnebago	NE	Lancaster				
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

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

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

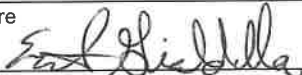
Law/Ordinance Violated Violation of Restraining Order	Location Oshkosh, WI	Conviction Date 08/14/2018
Penalty Imposed Fine	Was sentence completed? ☒ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

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

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

Part E: Attestation

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

Signature 	Date 10/02/2024
--	--------------------

Alcohol Beverage
Appointment of AgentDate
10/07/2024

Agent Type (check one)

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

Part A: Business Information

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

Revs Neenah LLC

2. Business Trade Name or DBA

Rolling Thunder Lanes

3. Entity Type (check one)

☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License☐ State Permit

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

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

Part B: Agent Information

1. Last Name

SMITH

2. First Name

WILLIAM

3. M.I.

T

4. Email

5. Phone

(920) 509-1686

6. Home Address

2289 WILLOW HILL DRIVE

7. City

NEENAH

8. State

WI

9. Zip Code

54956

10. Age

62

11. Drivers License/State ID Number

S530-9386-1413-09

12. Drivers License/State ID State of Issuance

WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement?
Submit proof of completion.☒ Yes☐ No2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*?
Submit a completed Form AB-100 with this form.☒ Yes☐ No3. Have you been a Wisconsin resident for at least 90 continuous days?
See instructions for exceptions.☒ Yes☐ No

Continued →



TRANSFERRING LICENSE BUSINESS TO BUSINESS FORM

I/We hereby transfer the following licenses to the City of Neenah:

Class B Combination Beer/Liquor/Wine License No. 24-54

Class _____ Beer/Liquor/Wine License No. _____

Other Amusement License No. 24-54
(Cigarette, Amusement, etc.)

Other Dance Hall License No. 24-54
(Cigarette, Amusement, etc.)

Date licenses transferred _____, 20____

License(s) are for the following establishment: (PLEASE PRINT)

Business Name: Rolling Thunder Lanes, LLC
Doing business as: Rolling Thunder Lanes
Business Address: 934 Byrd Avenue
City/State: Neenah WI 54956

Signatures: 
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Print Name: John L. Zellmer

Print Name: _____

Print Name: _____

Notes: This form must be signed by all members of the Corp/LLC/Partnership/Individual prior to issuance of the new license.

I/We hereby accept the transfer the following licenses to the City of Neenah:

Class B Combination Beer/Liquor/Wine License No. 24-54

Class _____ Beer/Liquor/Wine License No. _____

Other Amusement License No. 24-54
(Cigarette, Amusement, etc.)

Other Dance Hall License No. 24-54
(Cigarette, Amusement, etc.)

Date licenses transferred _____, 2024

License(s) are for the following establishment: (PLEASE PRINT)

License(s) are for the following establishment: (PLEASE PRINT)

Business Name: Revs Neenah LLC

Doing business as: Rolling Thunder Lanes

Business Address: 934 Byrd Avenue

City/State: Neenah WI 54956

Signatures: Erik Gialdella
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Print Name: Erik Gialdella

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

Print Name: _____

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Print Name: _____

Notes: This form must be signed by all members of the Corp/LLC/Partnership/Individual prior to issuance of the new license.

The licenses listed above were surrendered to me on this 7th day of October, 2024.

Charlotte K. Nagel
Charlotte Nagel, City Clerk



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.

Business Name: Revs Neenah LLC																													
Address of Premises: 934 Byrd Ave, Neenah 54956		Business Telephone Number: 920/722-1998																											
Business Mailing Address – if different from address of premises : 275 N Washburn St Oshkosh, WI 54904																													
Business Internet/E-mail Address: erik@bowlrevs.com		Business Fax Number:																											
Owner's Name: Erik Giaddella		Owner's Phone Number: [REDACTED]																											
Owner's Address include city, state, zip code: 1642 River Mill Rd, Oshkosh, WI 54901																													
Will the agent, a partner of the individual licensee be conducting the day-to-day operations of the business: ☐ Yes ☒ No If no, list name and address of person who will: Bill Smith 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.																													
Does anyone else have money invested or any other interest in this business? ☐ Yes ☒ No If yes, explain:																													
What types of business do you or will you conduct at this location? (Check all that apply): (Other licenses/permits may be required to operate your business.) <table style="width: 100%; border: none;"> <tr> <td>☐ Full Service Restaurant</td> <td>☐ Café/Coffee Shop</td> <td>☐ Bed & Breakfast</td> </tr> <tr> <td>☐ Grocery Store</td> <td>☐ Convenience Market</td> <td>☐ Hotel</td> </tr> <tr> <td>☐ Liquor Store</td> <td>☐ Indoor Golf Facility</td> <td>☐ Private Sports Club</td> </tr> <tr> <td>☐ Theater</td> <td>☐ Wine Tasting Room</td> <td>☐ Veterans Club</td> </tr> <tr> <td>☐ Brew Pub</td> <td>☐ Tavern</td> <td>☐ Fraternal Club</td> </tr> <tr> <td>☐ Volleyball Court (Permanent Extension of Premises required)</td> <td>☒ Catering (sales only allowed on the premises issued and alcohol beverage licensed)</td> <td>☒ Video Game Center-6 or more games</td> </tr> <tr> <td>☒ Bar & Grill</td> <td>☐ Night club</td> <td>☒ Bowling Center</td> </tr> <tr> <td>☐ Comedy Club</td> <td>☐ Recreational Paint Studio</td> <td></td> </tr> <tr> <td>☐ Billiard Center</td> <td></td> <td></td> </tr> </table>			☐ Full Service Restaurant	☐ Café/Coffee Shop	☐ Bed & Breakfast	☐ Grocery Store	☐ Convenience Market	☐ Hotel	☐ Liquor Store	☐ Indoor Golf Facility	☐ Private Sports Club	☐ Theater	☐ Wine Tasting Room	☐ Veterans Club	☐ Brew Pub	☐ Tavern	☐ Fraternal Club	☐ Volleyball Court (Permanent Extension of Premises required)	☒ Catering (sales only allowed on the premises issued and alcohol beverage licensed)	☒ Video Game Center-6 or more games	☒ Bar & Grill	☐ Night club	☒ Bowling Center	☐ Comedy Club	☐ Recreational Paint Studio		☐ Billiard Center		
☐ Full Service Restaurant	☐ Café/Coffee Shop	☐ Bed & Breakfast																											
☐ Grocery Store	☐ Convenience Market	☐ Hotel																											
☐ Liquor Store	☐ Indoor Golf Facility	☐ Private Sports Club																											
☐ Theater	☐ Wine Tasting Room	☐ Veterans Club																											
☐ Brew Pub	☐ Tavern	☐ Fraternal Club																											
☐ Volleyball Court (Permanent Extension of Premises required)	☒ Catering (sales only allowed on the premises issued and alcohol beverage licensed)	☒ Video Game Center-6 or more games																											
☒ Bar & Grill	☐ Night club	☒ Bowling Center																											
☐ Comedy Club	☐ Recreational Paint Studio																												
☐ Billiard Center																													
Briefly detail the type of business you plan to operate, if granted a license: Bowling alley with a bar, grill, and arcade. There is also a banquet room space.																													
What other types of licenses or permits will you or do you hold at this location? : <table style="width: 100%; border: none;"> <tr> <td>☐ Tavern Entertainment</td> <td>☐ Cigarette</td> <td>☒ Amusement Devices</td> </tr> <tr> <td>☒ Dance Hall</td> <td>☒ Food (though Health Dept.)</td> <td>☐ Other(s)</td> </tr> </table>			☐ Tavern Entertainment	☐ Cigarette	☒ Amusement Devices	☒ Dance Hall	☒ Food (though Health Dept.)	☐ Other(s)																					
☐ Tavern Entertainment	☐ Cigarette	☒ Amusement Devices																											
☒ Dance Hall	☒ Food (though Health Dept.)	☐ Other(s)																											

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

☐ None	☐ Prepackaged Foods	☒ Snacks
☒ Appetizers	☒ Catered Events	☒ Full Meals

What percentage of your total sales will be from the sales of alcohol beverages? 30 %

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?

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?
Rolling Thunder Lanes, LLC - Bowling, bar & grill, arcade & banquet

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	<u>11 am</u>	<u>6 pm</u>
Monday	<u>11 am</u>	<u>10 pm</u>
Tuesday	<u>3 pm</u>	<u>10 pm</u>
Wednesday	<u>11 am</u>	<u>10 pm</u>
Thursday	<u>3 pm</u>	<u>10 pm</u>
Friday	<u>3 pm</u>	<u>12 am</u>
Saturday	<u>10 am</u>	<u>12 am</u>

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

Legal Capacity/Occupancy of Premises: Inside _____ Outside _____ (does not include Class A) Call (920) 886-6130 if you have questions.	Number of Parking Spaces on the premises, not including street parking: <u>183</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:

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.)? Revs Neenah LLC

Subscribed and sworn to before me

this 7th day of October, 2024

Notary Public, State of Wisconsin

My Commission expires: Charlotte K. Nagel

Notary Seal must be affixed

[Signature]

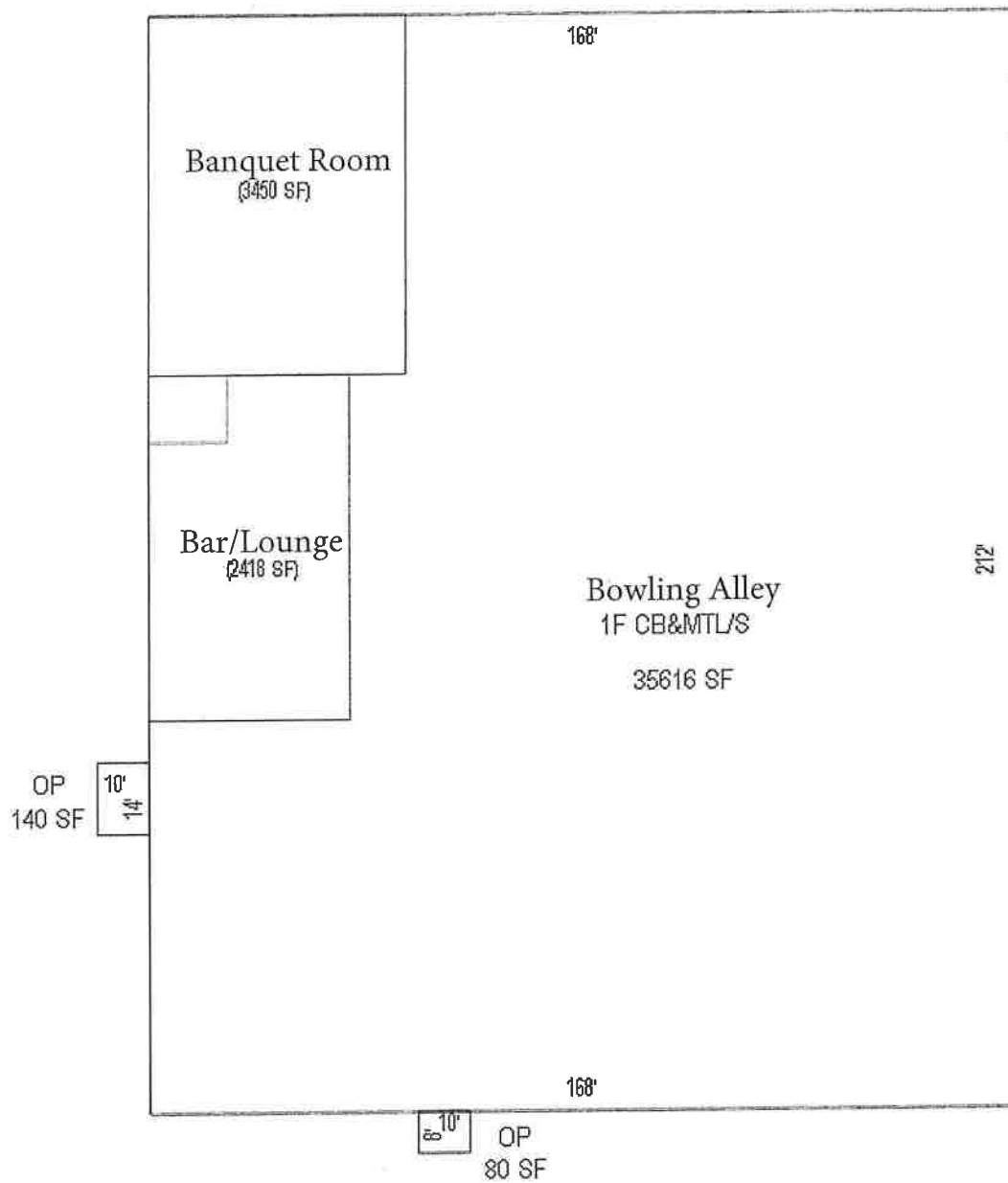
Signature of Individual/Partner/Officer

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.







Dept. of Legal & Administrative Services
Office of the City Clerk
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6100 • Fax 920-886-6109
e-mail cnagel@neenahwi.gov
CHARLOTTE K. NAGEL, WCMC

MEMORANDUM

DATE: October 8, 2024

TO: Mayor Lang, Members of Liquor License Review Subcommittee,
Members of Public Services & Safety Committee, Members of the
Common Council

FROM: Char Nagel, City Clerk

RE: Application for Regular "Class B" Combination Liquor License –
Grainworks Old + New "Class B" Liquor License

The Clerk's Office received an application for an Original "Class B" Liquor Retail License and an Operations Plan for Grainworks Old + New, LLC d/b/a Grainworks Old + New, 200 Main Street. Currently, Grainworks has a "Class A" Liquor license for the sale of liquor in its original package for off-site consumption. Grainworks is applying for a "Class B" Liquor License for the sale of intoxicating liquor to consumers by the glass for on-premises consumption, and may sell intoxicating liquors in its original packages or containers in any quantity for off site consumption.

There is a new trend developing across the state is to have liquor sold in retail shopping venues in order to offer drinks to consumers to enhance their shopping experience. This is also a convenient, legal, way to get around the taste samplings laws. Sampling law are as follows:

- One 0.5 fluid ounce of intoxicating liquor sample per day to costumers of legal drinking age between the hours of 11:00am -7:00pm.
- No more than two wine samples no more than 3 oz. of wine per day to costumers of legal drinking age between the hours of 11:00am -7:00pm.

During the application process, Total Wine in Grand Chute was brought up. The concern with Total Wine is there would be a negative impact on Grainworks business. Total Wine has a bar (counter) inside their stores where they provide samples and sell drinks to customers. Some Wisconsin municipalities have granted "Class B"s to liquor stores while others have not. There is nothing within statute prohibiting a liquor store with a bar inside from holding a Class B license, but that would be a municipal decision to make. In speaking with the Grand Chute Clerk, they struggled with this decision as they didn't want

every liquor store in town to become a "bar" but ultimately, they approved Total Wine a Class B combo license.

This is the last regular "Class B" Intoxicating Liquor License, and does count against the quota. Meaning that any "Class B" Intoxicating Liquor license application going forward, the applicant must pay the \$10,000 non-refundable deposit. The city has a total of 10 reserve licenses available. Once all the reserve licenses are used, reclassifying the hotels could be a possibility if they meet the criteria.

By approving the "Class B" Intoxicating Liquor License to Grainworks, a precedent is being set for any liquor store within the City of Neenah to be granted a Class B Liquor License or Combination Intoxicating Liquor/Fermented Malt license.

A background check has been successfully completed on Grainworks Old + New LLC, with no monies owed to the city. Background checks was conducted agent Brian Duncan, with no issues reported.

Staff remains neutral on the recommendation for this license.

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

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

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

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) BRAINWORKS Old + New		
2. Business Trade Name or DBA		
3. FEIN 81-5410235	4. Wisconsin Seller's Permit Number 450-1029938138-02	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization		
6. State of Organization WISCONSIN	7. Date of Organization 02-15-17	8. Wisconsin DFI Registration Number 81-5410235
9. Premises Address 200 Main Street		
10. City Neenah	11. State WI	12. Zip Code 54956
13. County WINNEBAGO	14. Governing Municipality: ☒ City ☐ Town ☐ Village of: Neenah	15. Aldermanic District 1
16. [REDACTED]	17. Premises Email BRAINWORKS.Old.NEW@gmail.com	18. Website N/A
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Retail space of approximately 2,500 sq ft to include the sale of closed bottle liquor and beverages to consume within retail area. Closed bottles and individual beverage inventory area is closed off from retail space at the back of the building.		
20. Mailing Address (if different from premises address)		
21. City	22. State	23. Zip Code

Part B: Questions

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

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol or beverages. ☐ Yes ☒ No
- If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

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

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

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No
6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No
7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

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

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

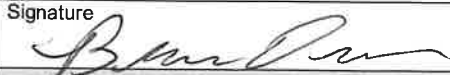
Last Name	First Name	Title	Phone
DUNCAN	BRIAN	OWNER	
DUNCAN	Chad	OWNER	

Part D: Attestation

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

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

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

Last Name DUNCAN		First Name BRIAN		M.I. J
Title OWNER		Email grainworks.01d.nave@gmail.com		Phone [REDACTED]
Signature 		Date 09-27-24		

Part E: For Clerk Use Only

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

Alcohol Beverage
Individual Questionnaire

Date 09-27-24

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

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

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

Part A: Business Information

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

GRAINWORKS old + New

2. Business Trade Name or DBA

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

DUNCAN

2. First Name

BRIAN

3. M.I.

J

4. Relationship to Business (Title)

OWNER

5. Email

grainworks-old-new@gmail.com

6. Phone

920-841-7543

7. Home Address

1055 Pilgrim Rd.

8. City

NEENAH

9. State

WI

10. Zip Code

54956

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

WISCONSIN

Part C: Address History

1. Do you currently reside in Wisconsin?

☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years Months

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

Previous Address 1	City	State	Zip Code
1055 Pilgrim Rd.	Neenah	WI	54956
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Winnebago	WI	Outagamie	WI	Shawano		
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☒ Yes ☒ No
BID
- If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated CRIMINAL DAMAGE	Location OUTAGAMIE COUNTY	Conviction Date 08-30-00
Penalty Imposed 50 HOURS OF COMMUNITY SERVICE	Was sentence completed? ☒ Yes ☐ No	
Law/Ordinance Violated OPERATING WHILE INTOXICATED	Location OUTAGAMIE COUNTY	Conviction Date 1999
Penalty Imposed LOSS OF LICENSE - 6 MONTHS	Was sentence completed? ☒ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No
- If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

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

Signature 	Date 09-27-24
--	-------------------------

Alcohol Beverage
Individual Questionnaire

Date 9-27-24

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

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

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

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)	GRAINWORKS old + new
2. Business Trade Name or DBA	
3. Entity Type (check one)	
☐ Sole Proprietor	☐ Partnership
☒ Limited Liability Company	☐ Corporation
☐ Nonprofit Organization	

Part B: Individual Information

1. Last Name	DUNCAN	2. First Name	Chad	3. M.I.	S
4. Relationship to Business (Title)	owner	5. Email	grainworks.old.new@gmail.com	6. Phone	
7. Home Address	W5277 Quarry Rd.				
8. City	Appleton	9. State	WI	10. Zip Code	54913
12. Drivers License/State ID Number	[REDACTED]				
13. Drivers License/State ID State of Issuance	WISCONSIN				

Part C: Address History

1. Do you currently reside in Wisconsin?	☒ Yes	☐ No	
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?	Years	Months	
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1	City	State	Zip Code
W5277 Quarry Rd.	Appleton	WI	54913
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
WI	WINNEBAGO	WI	SHAWANO
State	County	State	County
WI	OUTAGAMIE	WI	OUTAGAMIE
State	County	State	County

Continued →

Part D: Criminal History

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

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

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

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

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

Part E: Attestation

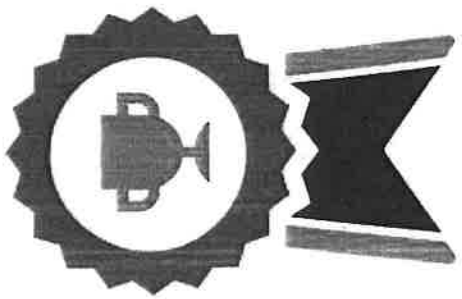
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand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

Signature



Date

09-27-24



Certificate

RESPONSIBLE BEVERAGE SERVER

awarded to

Brian Duncan

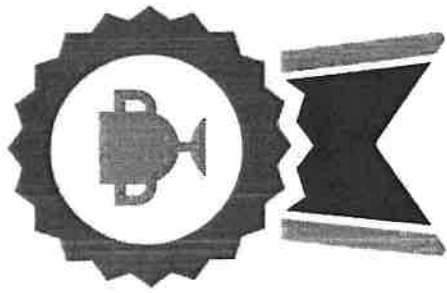
*This certificate represents the successful completion of an approved Wisconsin Department of
Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6),
and 134.66(2m), Wis. Stats.*

www.Wisconsin-Bartending.com

Training Provider

02/01/2023

Training Date



Certificate

RESPONSIBLE BEVERAGE SERVER

awarded to

Chad Duncan

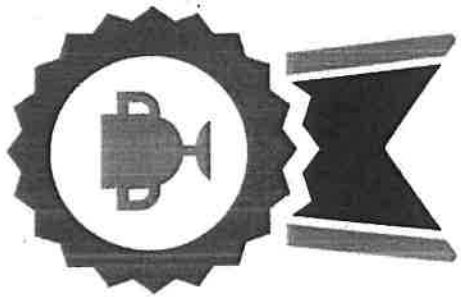
This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

www.Wisconsin-Bartending.com

Training Provider

02/18/2023

Training Date



Certificate

RESPONSIBLE BEVERAGE SERVER

awarded to

Andrea Simonis

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

www.Wisconsin-Bartending.com

Training Provider

05/23/2023

Training Date



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.

Business Name: Grainworks Old + New																													
Address of Premises: 200 MAIN ST, NEENAH		Business Telephone Number: [REDACTED]																											
Business Mailing Address – if different from address of premises :																													
Business Internet/E-mail Address: grainworks.old.new@gmail.com		Business Fax Number: N/A																											
Owner's Name: Brian Duncan & Chad Duncan		Owner's Phone Number: [REDACTED]																											
Owner's Address include city, state, zip code: 1055 Pilgrim Road, Neenah, WI 54956																													
Will the agent, a partner of the individual licensee be conducting the day-to-day operations of the business: ☒ Yes ☐ No If no, list name and address of person who will:																													
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.																													
Does anyone else have money invested or any other interest in this business? ☒ Yes ☐ No If yes, explain: Andrea Simonis, Business Partner																													
What types of business do you or will you conduct at this location? (Check all that apply): (Other licenses/permits may be required to operate your business.) <table style="width: 100%; border: none;"> <tr> <td>☐ Full Service Restaurant</td> <td>☐ Café/Coffee Shop</td> <td>☐ Bed & Breakfast</td> </tr> <tr> <td>☐ Grocery Store</td> <td>☐ Convenience Market</td> <td>☐ Hotel</td> </tr> <tr> <td>☒ Liquor Store</td> <td>☐ Indoor Golf Facility</td> <td>☐ Private Sports Club</td> </tr> <tr> <td>☐ Theater</td> <td>☒ Wine Tasting Room</td> <td>☐ Veterans Club</td> </tr> <tr> <td>☐ Brew Pub</td> <td>☐ Tavern</td> <td>☐ Fraternal Club</td> </tr> <tr> <td>☐ Volleyball Court (Permanent Extension of Premises required)</td> <td>☐ Catering (sales only allowed on the premises issued and alcohol beverage licensed)</td> <td>☐ Video Game Center-6 or more games</td> </tr> <tr> <td>☐ Bar & Grill</td> <td>☐ Night club</td> <td>☐ Bowling Center</td> </tr> <tr> <td>☐ Comedy Club</td> <td>☐ Recreational Paint Studio</td> <td></td> </tr> <tr> <td>☐ Billiard Center</td> <td></td> <td></td> </tr> </table>			☐ Full Service Restaurant	☐ Café/Coffee Shop	☐ Bed & Breakfast	☐ Grocery Store	☐ Convenience Market	☐ Hotel	☒ Liquor Store	☐ Indoor Golf Facility	☐ Private Sports Club	☐ Theater	☒ Wine Tasting Room	☐ Veterans Club	☐ Brew Pub	☐ Tavern	☐ Fraternal Club	☐ Volleyball Court (Permanent Extension of Premises required)	☐ Catering (sales only allowed on the premises issued and alcohol beverage licensed)	☐ Video Game Center-6 or more games	☐ Bar & Grill	☐ Night club	☐ Bowling Center	☐ Comedy Club	☐ Recreational Paint Studio		☐ Billiard Center		
☐ Full Service Restaurant	☐ Café/Coffee Shop	☐ Bed & Breakfast																											
☐ Grocery Store	☐ Convenience Market	☐ Hotel																											
☒ Liquor Store	☐ Indoor Golf Facility	☐ Private Sports Club																											
☐ Theater	☒ Wine Tasting Room	☐ Veterans Club																											
☐ Brew Pub	☐ Tavern	☐ Fraternal Club																											
☐ Volleyball Court (Permanent Extension of Premises required)	☐ Catering (sales only allowed on the premises issued and alcohol beverage licensed)	☐ Video Game Center-6 or more games																											
☐ Bar & Grill	☐ Night club	☐ Bowling Center																											
☐ Comedy Club	☐ Recreational Paint Studio																												
☐ Billiard Center																													
Briefly detail the type of business you plan to operate, if granted a license: Bourbon gift store that sells bottles (spirits) for purchase and allows customers 21 years or older to purchase a beverage to drink in the store. ALSO																													
What other types of licenses or permits will you or do you hold at this location? : includes retail store and special events (bourbon tastings).																													
☐ Tavern Entertainment	☒ Cigarette	☐ Amusement Devices																											
☐ Dance Hall	☐ Food (though Health Dept.)	☒ Other(s) Class A																											

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

☐ None	☒ Prepackaged Foods	☒ Snacks
☐ Appetizers	☒ Catered Events	☐ Full Meals

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

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? 13

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?
N/A

Is this premises currently or ever been licensed? ☒ Yes ☐ No If yes, list type of license: CLASS A

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	11 AM	3 PM
Monday	closed	closed
Tuesday	closed	closed
Wednesday	10 AM	6 PM
Thursday	10 AM	6 PM
Friday	10 AM	6 PM
Saturday	10 AM	4 PM

plus special events
6pm-8pm
or 7pm-9pm

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

Legal Capacity/Occupancy of Premises: Inside 70 Outside N/A (does not include Class A) Call (920) 886-6130 if you have questions.	Number of Parking Spaces on the premises, not including street parking: N/A
---	--

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:

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.)?

GRANWORKS Old + New

Subscribed and sworn to before me

this 1st day of October, 2024

Notary Public, State of Wisconsin

My Commission expires: 11/23/2028

Notary Seal must be affixed



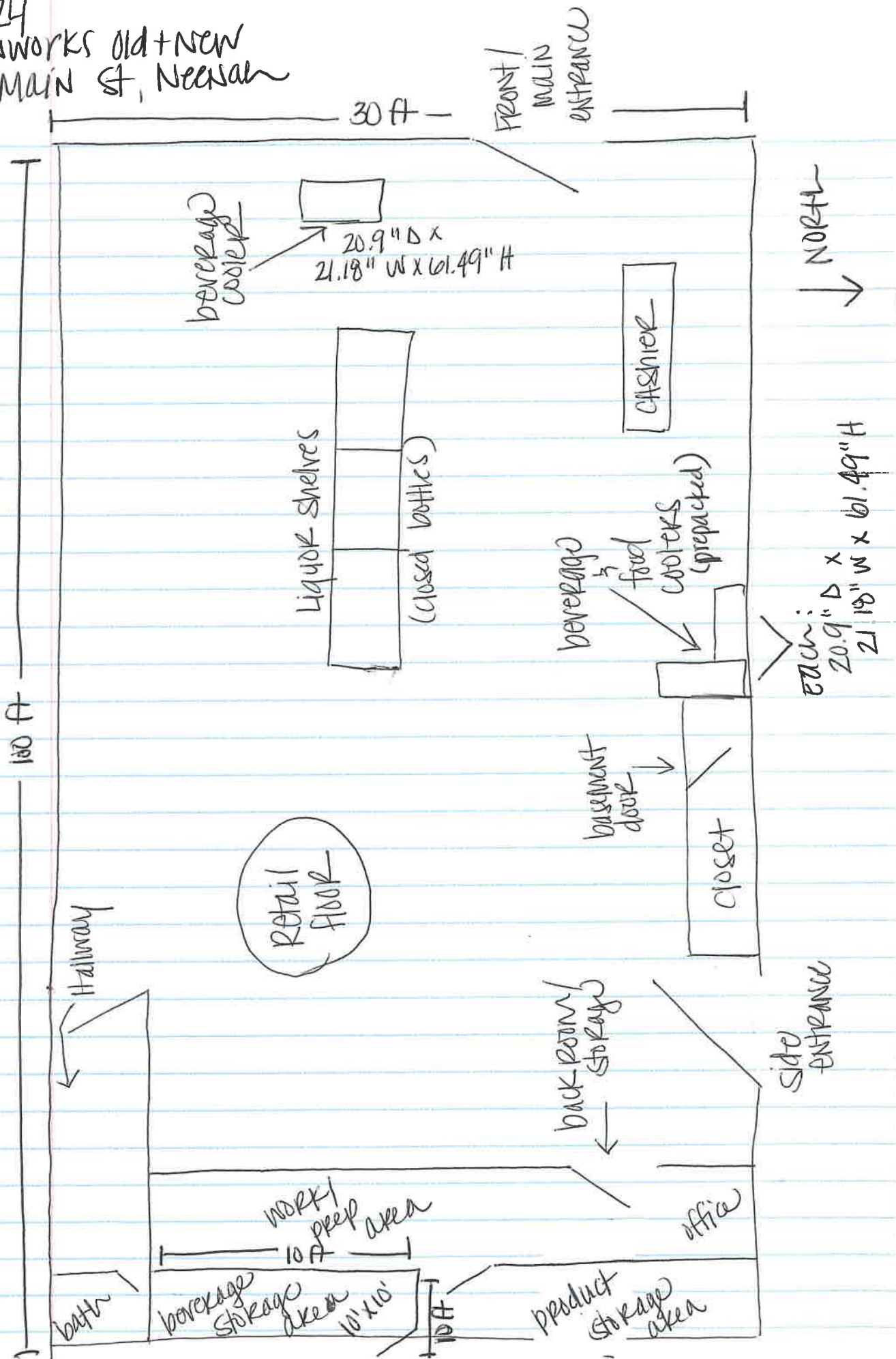
Signature of Individual/Partner/Officer

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.

9-27-24
Brainworks Old + New
200 Main St, Needham



AGREEMENT OF LEASE

BETWEEN

Wolfgang Investments, LLC (Landlord)

AND

Grainwork's Old & New LLC (Tenant)

200 Main St, Neenah, WI 54956

September 1st 2022

AGREEMENT OF LEASE

This Lease, made as of this 1st day of September 2022, by and between Wolfgang Investments LLC, a Wisconsin limited liability company, hereinafter designated as "Landlord" and Grainwork's Old & New as "Tenant."

WITNESSETH:

That for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, Landlord does hereby grant, demise and lease unto Tenant and Tenant does hereby hire and take from Landlord certain premises located at 200 Main St, Neenah Wisconsin, described as follows: a commercial building consisting of approximately 3,000 square feet, more or less (referred to herein as the "Building") and the parcel of real estate upon which the Building is situated, as shown on the site plan attached as Exhibit A hereto (referred to herein as the "Property"). The Building and the Property are referred to collectively herein as the "Premises" or the "Leased Premises."

1. TERM OF LEASE

A. The term of this Lease shall commence on September 1, 2022 ("Lease Commencement Date") and shall end at midnight on the last day of August 2025 ("Expiration Date"), unless sooner terminated in accordance with this Lease. The Base Rent for the partial calendar month in which the Lease Commencement Date occurs, if any, shall be prorated proportionate to the number of days of the term from and after the Lease Commencement Date in such month.

B. By executing this Lease and taking occupancy, Tenant shall be deemed to have accepted the Leased Premises in their current "AS IS" condition and Landlord shall have no obligation to do any work in the Leased Premises. Tenant's taking of possession shall be conclusive evidence as against Tenant that the Premises were in satisfactory condition upon delivery of same by Landlord.

2. BASE RENT

A. Beginning with the Lease Commencement Date and through and until the last day of August 2025 Tenant agrees to pay Wolfgang Investments, LLC 316 Winnebago Ave, Menasha, WI 54952 or at such other place as Landlord may from time to time designate in prior notice to Tenant, a fixed, annual rent (hereinafter called "Base Rent") in twelve equal monthly installments, on or before the first day of each month, in advance, without demand, deduction or set off, in the following amounts:

Tenant will pay Owner a monthly rent of \$1,700.00, payable in advance of the first day of each

month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Wolfgang Investments, LLC and can be mailed to 316 Winnebago Ave, Menasha, WI 54952. Tenant shall receive a \$200.00 reduction incentive on rent provided it's paid on or before the first day of each month. In the event that any payment is after the 1st of each month, the \$200 incentive is void, as well as all past year to date incentives are void. Past incentives will be reimbursed to Owner in the next months payment of rent.

Lease Year	Monthly Rent	Annual Base Rent
1	\$1,700.00	\$20,400.00
2	\$1,751.00	\$21,012.00
3	\$1,804.00	\$21,648.00

B. As used in this Lease, the term "Lease Year" shall mean the twelve-month period commencing on the first day of the calendar month coinciding with or next following the Lease Commencement Date and each succeeding twelve-month period during the term of this Lease and any extension term.

3. USE OF PREMISES

Tenant shall use the Leased Premises a mercantile business. All such use of the Leased Premises shall be in full compliance with all laws, ordinances, rules and regulations of all public authorities having jurisdiction over the Premises. No part of the Leased Premises shall be occupied or used for any purposes or in any manner so as to increase the insurance risk or prevent the obtaining of insurance, or so that in accordance with any requirement of law or any public authority, Landlord shall be obligated to make any addition or alteration to or in the Leased Premises.

4. REPAIRS AND MAINTENANCE

Tenant shall at all times during the Lease term and any renewal or extension thereof, pay for and make all necessary repairs and replacements to the Leased Premises and all appurtenances thereto, both interior and exterior, including without limitation all necessary repairs and replacements to the roof and plumbing, heating, ventilation and air-conditioning systems serving the Leased Premises, except for such repair obligations as Landlord expressly assumes herein. Tenant agrees to keep, put and maintain the same in compliance with all health and building codes and regulations and in good condition and repair. Tenant shall keep the Leased Premises in a clean, tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Leased Premises; and Tenant shall, at its own cost and expense, cause the commercial removal of all garbage and refuse. Landlord shall have no obligation to

maintain or repair the Leased Premises, and Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect; provided, however, that Landlord, at its expense, will replace the heating system if replacement becomes necessary other than as a result of Tenant's negligence or failure to perform preventive maintenance. Tenant keeps the sidewalk clear of snow when snowfall totals are less than two inches (2") as required by city of Neenah ordinance. City of Neenah will maintain the sidewalk clear of snow when snowfall is greater than two inches (2").

5. PERSONAL PROPERTY AND FIXTURES

At the expiration of the Lease term or earlier termination hereof, if all rents due herein are paid in full and Tenant is not otherwise in default hereunder, all readily moveable trade fixtures, goods, equipment and other personal property installed by Tenant may be removed by it. All other fixtures and improvements shall belong to Landlord, regardless of whether they were constructed or installed by Landlord or Tenant. Notwithstanding the foregoing, Tenant shall, upon request from Landlord, remove all of its fixtures, goods, equipment and personal property and any or all of the leasehold improvements Tenant makes in the Premises. Tenant agrees, at its sole expense, to promptly repair all damage to the Leased Premises caused by any removal.

6. UTILITIES

Tenant shall be responsible for and promptly pay all charges for public utilities and private services used or consumed in the Leased Premises. Tenant shall at all times keep the Leased Premises sufficiently heated so as to prevent freezing and deterioration of the Leased Premises or the equipment and facilities contained therein. Tenant is responsible for the water bill greater than \$200.00 per calendar quarter when the upper unit is occupied and responsible for the entire water bill when upper unit is unoccupied. In no event shall Landlord be liable for an interruption or failure in the supply of any utility to the Leased Premises. Utility responsibility begins when Tenant accepts the keys to the property if prior to the beginning of this Agreement.

7. ALTERATIONS

Tenant shall not make any alterations in or additions to the Leased Premises without first procuring Landlord's written consent and delivering to Landlord the plans and specifications therefore. All alterations or additions so made by Tenant shall become part of the realty as a consequence of which Tenant, upon expiration or earlier termination of the Lease term, shall have neither the right nor the obligation to remove the same, unless Landlord's initial consent to the alteration or addition is conditioned upon removal.

8. SIGNS

Tenant shall not place any shade, awning, sign or any structure or device upon the exterior of the Leased Premises or upon the interior or exterior of the windows of the Leased Premises without first obtaining the prior, written consent of Landlord in each instance. All of Tenant's signage

shall be subject to and in full compliance with all applicable signage ordinances and any recorded use restrictions affecting the Premises.

9. INSURANCE AND INDEMNITY

A. Tenant shall, during the entire term hereof, keep in full force and effect a policy of comprehensive general public liability insurance, on an occurrence basis, with respect to the Leased Premises, Tenant's activities and the business operated by Tenant in the Leased Premises, including, without limitation, liability under the safe place statute and contractual liability, with coverage in an amount of not less than two million (\$2,000,000) comprehensive single limit, or in such greater amounts as Landlord may reasonably require in accordance with prudent property management practices. The insurance policies required by this Lease to be maintained by Tenant shall name Landlord and any other parties in interest designated by Landlord, as additional insured's or loss payees, as the case may be, and shall contain a clause that the insurer will not cancel or change insurance coverage without first giving the Landlord thirty days prior written notice. The insurance shall be with carriers approved by Landlord and a copy of the paid up policies or certificates of the insurers evidencing the maintenance of such insurance policies shall be delivered to Landlord prior to commencement of the term of this Lease or Tenant's occupancy, whichever is sooner, and, upon policy renewals, not less than thirty days prior to the expiration of a coverage period.

B. Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring the Leased Premises and Tenant's goods, trade fixtures, furnishings, equipment and all other items of personal property of Tenant and Landlord located on or within the Leased Premises. Such insurance shall include, without limitation, coverage for financial loss due to business interruption so as to permit Tenant to satisfy its financial obligations hereunder without abatement following a casualty. Tenant shall also during the entire term hereof, keep in full force and effect adequate plate glass insurance. The insurance coverage shall be in a sufficient amount to cover the replacement value of the property covered. Tenant agrees that copies of the paid up policies or certificates of the insurers evidencing the maintenance of such insurance shall be delivered to Landlord at like times as with respect to the insurance specified in Section A of this Article above. Tenant hereby waives any claim against Landlord, whether based on negligence or otherwise, which would be covered by all insurance required to be carried by Tenant under this Article, and all of the policies of such insurance shall be written so that the insurer shall have no rights of subrogation against Landlord. Tenant shall not carry any stock of goods or do anything in or about the Leased Premises which will in any way tend to increase the insurance rates on the Leased Premises. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, or causes any substances which have the potential to harm the environment as may be determined by any local, state or federal laws, rules or regulations to be on or about the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

C. Tenant hereby indemnifies Landlord and agrees to save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, injury or damage to property or other damages arising out of or relating to any occurrence in, upon or at the Leased Premises and from and against economic losses resulting from Tenant's breach of this Lease. In case Landlord shall be made a party to any litigation commenced by a third party against Tenant or by Tenant against a third party, then Tenant shall protect and hold Landlord harmless and shall pay all costs and expenses, including reasonable attorney fees, incurred or paid by Landlord in connection with such litigation.

10. DESTRUCTION OF LEASED PREMISES

A. In the event the Building located on the Leased Premises is damaged or partially destroyed by fire or the elements to the extent of less than one-half of the replacement cost thereof above foundation (hereinafter called "partial destruction"), then, unless Landlord (having the right to make such election) elects to terminate the Lease as provided herein, the Leased Premises shall be repaired by and at the expense of Tenant as set forth below.

B. In the event the Building located on the Premises is totally destroyed by fire or the elements, which total destruction shall be construed to mean damage to an extent of more than one-half of the replacement cost thereof above foundation, or if the Building is partially destroyed and less than one year remains of the term of this Lease, then Landlord may, at its option, cancel this Lease. If the Lease is not so cancelled, and Landlord so elects, Landlord shall rebuild the Leased Premises at its expense, as set forth below. If Landlord desires to exercise its option to cancel the Lease pursuant to this Article, Landlord must notify Tenant in writing, such notice to be received by the Tenant within ninety (90) days after the casualty causing the destruction. In the event that Landlord exercises an option to cancel this Lease pursuant to the rights granted in this Article, Landlord shall be entitled to all insurance monies owing as a result of the destruction of the Building and the improvements and fixtures therein. If Landlord shall undertake to restore or repair the Premises, Landlord shall initiate and pursue the necessary work with all reasonable dispatch, in a manner consistent with sound construction methods, but shall not be liable for any delays or interruptions occasioned by delay in adjustment with the insurance carrier, strikes, casualties, critical materials in short supply, governmental regulations, or any other causes beyond Landlord's control.

C. In the event of any repair of such damage to the Building, all of the insurance proceeds paid under Tenant's policy of casualty insurance shall be made available to Landlord to fund the repair or restoration work. Landlord shall not be obligated to expend an amount in excess of the insurance proceeds recovered as a result of such casualty. In no event shall Landlord be required to repair or replace Tenant's leasehold improvements, stock in trade, fixtures, furniture, furnishings, inventory, personal property, wall or floor coverings or equipment. The obligation of Landlord hereunder is limited to the repair or restoration of the basic Building on the Premises and Landlord shall not be obliged to restore the leasehold

improvements installed by Tenant. Tenant shall, at its expense, repair or replace Tenant's leasehold improvements, stock in trade, fixtures, furniture, furnishings, inventory, personal property, floor coverings and equipment.

11. EMINENT DOMAIN

A. If the whole of the Leased Premises shall be taken by any public or quasi public authority under the power of eminent domain, then the term of this Lease shall cease as of the day that possession is required to be given to the authority and the rentals shall be paid up to that day with a proportionate refund by Landlord of any rental as may have been paid in advance for a period from and subsequent to such day.

B. All damages awarded for any taking under the power of eminent domain of all or any part of the Leased Premises shall belong to and be the sole property of Landlord; and if this Lease is terminated per the provisions of this Article, Tenant shall furnish Landlord, before or after the termination, such evidence of non-feasibility of continuance of this Lease as Landlord shall reasonably require; provided, however, that Tenant shall be entitled to any separate award made for depreciation or damage to, and cost of removal of Tenant's furnishings and fixtures. The provisions of this Article shall in all ways and respects likewise apply to any sale made in lieu of any taking under the power of eminent domain.

12. ASSIGNMENT AND SUBLETTING

Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein without the prior written consent of Landlord, which Landlord may withhold or condition in its sole, unfettered discretion, and Tenant shall not sublet said premises or any part or parts thereof or permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant without like consent. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of said Leased Premises shall not operate to exhaust Landlord's rights under this Article. In the event that Tenant, with the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein, Tenant shall in no way be released from any of its obligations under this Lease. Any purported assignment or sublet by Tenant without Landlord's prior, written consent shall be void and without effect. Any request for consent by Landlord to an assignment or sublet must be accompanied by the payment to Landlord of a non-refundable consent review administration fee in the amount of Five Hundred Dollars (\$500).

13. OFFSET STATEMENT AND SUBORDINATION

A. Tenant agrees, within ten (10) days after written request therefore by Landlord, to execute in recordable form and deliver to Landlord a statement, in writing, certifying (1) that this Lease is in full force and effect, (2) the date of commencement of the term of this Lease, (3) that rent is paid currently without any offset or defense thereto, (4) the amount of rent, if any, paid in

advance, and (5) that there are no uncured defaults by Landlord or, if such defaults are claimed, stating the facts giving rise thereto.

B. Tenant agrees that this Lease shall be subordinate to any existing and, at the request of Landlord, to any future mortgages or deeds of trust placed upon the Leased Premises, and to any and all advances to be made there under and to the interest thereon and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or trust deeds shall recognize the Lease of Tenant in the event of foreclosure if Tenant is not in default.

C. Failure of the Tenant to execute any of the above instruments within fifteen (15) days of Landlord's written request shall constitute a breach of this Lease, and Landlord may, at its option, cancel this Lease and terminate the Tenant's interest therein. Further, it shall be construed to be Tenant's appointment of Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments.

14. WARRANTIES OF TITLE AND QUIET ENJOYMENT

Landlord covenants and warrants that it has full right and lawful authority to enter into this Lease for the term hereof. If Tenant is not in default herein, Landlord shall not disturb or interfere with Tenant's quiet and peaceable enjoyment of the Leased Premises during the term of this Lease.

15. COMPLIANCE, WORKMANSHIP AND LIENS

Tenant agrees that any and all construction, repair, replacement, alteration, removal and remodeling work on the Leased Premises shall be performed by Tenant in a good and workmanlike manner, employing materials of good quality after obtaining all necessary permits and complying with all laws, codes, regulations, ordinances and governmental requirements which may be applicable thereto. Nothing in this Lease shall authorize Tenant to do any act which would in any way encumber Landlord's interest in the Leased Premises. Tenant agrees to cause to be paid promptly when due the entire cost of any work or materials furnished to the Leased Premises undertaken by Tenant so that the Leased Premises shall at all times be free of liens for labor and/or materials. In the event any lien or notice of intent to hold a lien is filed against or attached to the Leased Premises, or Tenant's interest therein, at Landlord's option Tenant shall provide and pay for a non-cancellable bond placed with a reputable company reasonably approved by Landlord, in an amount equal to one and one half (1-1/2) times the amount of said lien. Said bond shall insure the interest of Landlord from any loss by reason of the filing of such lien. Tenant also agrees to immediately pursue, in good faith Tenant's legal remedies to the end of removal of said lien.

16. AMERICANS WITH DISABILITIES ACT

Tenant warrants that any construction, repair, replacement, alteration, removal or remodeling work performed by Tenant or its contractors on the Leased Premises shall be performed in conformance with the requirements of the Americans with Disabilities Act as same may be amended from time to time and all regulations issued by the United States Attorney General or other authorized agencies under the authority of the Americans with Disabilities Act. Tenant agrees to reimburse and indemnify Landlord for any expenses incurred because of the failure of the Tenant to conform with the above-cited law and regulations, including, without limitation: the costs of making any alterations, renovations or accommodations required by the Americans with Disabilities Act, or any governmental enforcement agency or any court; any and all fines, civil penalties and damages awarded against Landlord which results from a violation or violations of the above-cited law and regulations; and all reasonable legal expenses incurred in defending claims made under the above-cited law and regulations including reasonable attorneys fees.

17. TENANT'S RESPONSIBILITY

A. Tenant shall be responsible for and shall pay before delinquency 2/3 of all municipal, county, state and federal taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant or against any leasehold improvements constructed by Tenant in the Premises.

B. Landlord shall not be responsible or liable to the Tenant for any loss or damage resulting to the Tenant or its property from roof leaks, bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Leased Premises from any cause whatsoever.

C. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or of defects therein or in any fixtures or building equipment.

18. NOTICES

All notices and demands by either party to the other shall be given in writing and sent by express mail or U.S. certified mail, return receipt requested, postage prepaid, and addressed:

To Landlord: Wolfgang Investments LLC
316 Winnebago Ave
Menasha, WI 54952

To Tenant: Grainwork's Old & New, LLC
1055 Pilgrim Rd
Neenah, WI 54956

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Landlord may, upon prior notice to Tenant, require that any notice which Tenant may give to Landlord shall be given to such mortgagee of the Leased Premises as designated by Landlord, otherwise, and if not given to such mortgagee, the notice to Landlord to be ineffectual. A notice given in accordance herewith shall be deemed received upon the expiration of three days following postmark and deposit in the U.S. mail. All bills, statements and other communications which Landlord may be required or desire to render to Tenant may be delivered to the Leased Premises or sent by U.S. mail addressed to Tenant at the Leased Premises.

19. LANDLORD'S ACCESS

Landlord or Landlord's agent shall have the right to enter the Leased Premises at all reasonable times to examine the same and to show them to prospective purchasers or mortgagees of the Premises. In the event of emergency, Landlord may enter the Premises immediately, with force if necessary, and shall have no liability to Tenant for any loss or damage incurred as a result of such forced entry. Tenant shall furnish Landlord with duplicates of all keys and with all security system codes and lock combinations necessary to gain access to the Premises in Tenant's absence. During the six months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Premises to prospective tenants and place upon the Premises the usual notices "to let" or "for rent," which notices Tenant shall permit to remain thereon without molestation.

20. DEFAULTS OF TENANT

A. If Tenant shall fail to pay the Base Rent or any additional rent or charge equivalent to rent when due hereunder and such failure shall continue for more than five (5) days after date due, or if Tenant shall fail to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Tenant for more than ten (10) days after written notice of such default has been given to Tenant, or if Tenant or any guarantor of this Lease shall be adjudged bankrupt or insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee of Tenant's property or that of any guarantor of this Lease shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or if an execution or attachment is levied against Tenant's property, or if this Lease shall by operation of law devolve upon or pass to any person or persons other than the Tenant (except with Landlord's express prior written consent), then in any such case, Landlord may, upon notice to Tenant, terminate this Lease and recover possession of and reenter the Leased Premises either peaceably, by force or otherwise, and may expel all persons and remove all property therefrom without becoming liable for prosecution therefor. In the event of any such default and the termination of this Lease, Landlord shall be entitled to recover from Tenant all past due rent and other charges equivalent to rent and an amount equal to, at the time of termination of this Lease, the then value of the excess, if any, of the aggregate of rent and other

charges equivalent to rent reserved in this Lease, for the balance of the term over the then reasonable rental value of the Leased Premises for the balance of the term plus all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the expenses incurred by Landlord in reentering and recovering possession of the Leased Premises and for the cost of repairs, alterations and brokerage and reasonable attorney's fees connected with the reletting of the Leased Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, accelerate all or any part of the rents and charges equivalent to rent becoming due thereunder and/or pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

B. The rights and remedies of Landlord under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Landlord of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any further breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Landlord's right to enforce the payment of subsequent installments of rental or any of Landlord's rights under this Lease by such remedies as may be appropriate.

C. No extension of time, forbearance, neglect or waiver on the part of Landlord with respect to any one or more of the covenants, terms or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms or conditions this Lease, or as an estoppel against Landlord, nor shall any extension of time, forbearance or waiver on the part of Landlord in any one or more instances or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Lease. After the service of a notice or the commencement of a suit or after final judgment for possession of the Leased Premises, Landlord may receive and collect any rent due and apply the same as and for use and occupancy, and the payment and receipt thereof shall not waive or affect any such notice, suit or judgment.

D. Landlord shall have the right at any time, after five (5) days written notice to Tenant (or without notice in case of emergency or in case any fine, penalty, interest or cost may otherwise be imposed or incurred) to make any payment or perform any act required of Tenant under any provision of this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable counsel fees. Nothing herein shall imply any obligation on the part of Landlord to make any payment or perform any act required of the Tenant, and the exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with the exercise of such right shall be reimbursed to Landlord by Tenant within five (5) days after such payment, together with interest at a rate equal to the greater of (i) four percent (4%) over the reference rate published by BMO Harris Bank or (ii) fifteen percent (15%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest then permitted by law) from the respective dates of the making of such payments or the incurring of such costs and expenses. In

the event of nonpayment thereof, Landlord shall have the rights and remedies it would have hereunder or by law in the case of nonpayment of rent.

21. SURRENDER

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly surrender the Leased Premises broom clean and in good order, condition and repair, reasonable wear and tear excepted. All alterations, additions, improvements and fixtures and all hard surface bonded or adhesively affixed flooring shall be the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury at the termination of the term of this Lease, whether by the lapse of time or otherwise, all without compensation or credit to Tenant. On or before the date of the Lease expiration or earlier termination thereof, Tenant shall remove all of its property from the Leased Premises pursuant to Article 5 above. Any of Tenant's property not so removed shall be deemed abandoned by Tenant. If the Leased Premises are not surrendered at the end of term, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys for the Leased Premises and shall inform Landlord of combinations on any locks, safes and vaults, if any, on the Leased Premises.

22. HOLDING OVER

In the event Tenant remains in possession of the Leased Premises after the expiration of this Lease with Landlord's consent and without the execution of a new lease, it shall be deemed to be occupying said Leased Premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. For each day that Tenant remains so in possession without Landlord's consent it shall pay a use and occupancy charge equal to three times the Base Rent computed on a daily basis.

23. ENVIRONMENTAL COMPLIANCE

It shall be the sole responsibility, without cost or expense to the other party to this Lease, of the Landlord (as to matters arising prior to the date possession is given to Tenant and as to matters not traceable to Tenant's tenancy) or of the Tenant (as to matters traceable to Tenant's tenancy hereunder) to comply with any and all environmental rules, regulations and laws, whether local, state or national (hereinafter "Environmental Provisions"). This responsibility shall include, but not be limited to, the submission of all information required thereunder by any governmental authority and the development and implementation of any cleanup plan required because of any spill or discharge of a hazardous substance or waste on or in the Leased Premises. The responsible party, whether Landlord or Tenant, shall indemnify, defend and hold the other party to this Lease harmless from and against any and all liabilities, losses and costs, including,

without limitation, reasonable professional and counsel fees, which the non-responsible party may incur by reason of the responsible party's failure to comply with the foregoing.

24. MISCELLANEOUS

A. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by the Landlord.

B. This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

C. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

D. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

E. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at a rate equal to the greater of (i) four percent (4%) over the reference rate published by BMO Harris Bank or (ii) fifteen percent (15%) per annum (but in no event shall such rate exceed the maximum rate of interest permitted by law) from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

F. The covenant to pay Base Rent or any additional rent or charge is hereby declared to be an independent covenant on the part of Tenant to be kept and performed, and no such rent or charge shall be subject to any offset or deduction whatsoever.

G. In case of emergency (the existence of which shall be determined solely by Landlord), if Tenant shall not be present to permit entry, Landlord or its representatives may enter the Leased Premises forcibly without rendering Landlord or its representatives liable therefor or affecting Tenant's obligation under this Lease.

H. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly or any other rent or charge herein stipulated shall be deemed to be other than on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of any rent or charge be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or charge or pursue any other remedy in this Lease provided.

I. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

J. This Lease shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

K. Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Leased Premises form a part, or in the event of any proceedings brought for the foreclosure thereof, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

L. In the event of any sale or other transfer of the land, building or this Lease, Landlord hereunder shall be entirely relieved of all obligations hereunder from and after the date of the transfer; provided, however, that the transferee shall assume the same.

M. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises and the Landlord herein shall not be liable for any deficiency.

N. In the event Landlord desires to obtain mortgage financing of the Leased Premises or any part of it and Landlord's mortgagee or mortgagees request modifications or amendments to this Lease, then Tenant, within ten days of Tenant's receipt of written notice, agrees to execute such modifications or amendments as required. Notwithstanding the foregoing, Tenant shall not be required to execute any modifications or amendments to this Lease which shall modify the

provisions of this Lease relating to the amount of rent or any charges reserved, the size, use and location of the Leased Premises or the duration of the term of this Lease.

O. Nothing contained in this Lease shall be construed to create any agency between Landlord and Tenant or to authorize the Tenant to do any act or thing or to make any contract so as to encumber in any manner the title of the Landlord to the Leased Premises or to create any claim or lien upon the interest of the Landlord in the Leased Premises.

P. Except as expressly otherwise provided, all of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors in interest and assigns of the parties hereto.

Q. In the event that Landlord enforces this Lease or any provisions of it through litigation, mediation, arbitration, or undertakes a declaration of its rights or commences collection activity, against Tenant, Tenant will reimburse Landlord for Landlord's reasonable attorney's fees and expenses so related to Landlord's cause.

25. SECURITY DEPOSIT

Tenant shall deposit with Landlord an initial security deposit in the amount of \$1,700 (the "Security Deposit"). The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default. Landlord shall not be required to segregate the Security Deposit from its general funds or to hold the Security Deposit in any special account. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so used, Tenant shall, within ten days after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant at such time after termination of this Lease as Landlord shall have determined that all of Tenant's obligations under this Lease have been fulfilled.

26. COMMISSIONS

Each of the parties (a) represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, and (b) indemnifies and holds the other harmless from any and all losses, liability, costs or expenses (including reasonable attorneys' fees) incurred as a result of any alleged breach of the foregoing warranty by it.

27. FIRST REFUSAL RIGHTS

In the event that Landlord receives a bona fide offer from a third party to purchase the Leased Premises during the Lease term, Landlord shall give Tenant notice of same identifying the third party and specifying the economic terms of the offer to purchase. Tenant shall have the option to purchase the Leased Premises upon the same terms and conditions as those offered by the third party. To exercise such option, Tenant shall give Landlord notice of its election to do so within ten days following Landlord's notice to Tenant, TIME BEING OF THE ESSENCE, failing which Landlord shall be free to consummate the purchase and sale transaction with such third party or its designee upon the terms described in Landlord's notice. If Landlord does not consummate the transaction with such third party within one year following Landlord's notice to Tenant, Tenant's rights hereunder shall be reinstated and Landlord may not convey the Leased Premises to any third party without again offering Tenant the first opportunity to purchase the Leased Premises as provided herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day, month and year set forth above.

LANDLORD:

Wolfgang Investments, LLC

By 

Gina L Vendola

Member

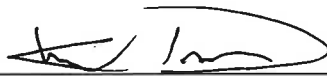
TENANT:

Grainwork's Old & New, LLC

By 

Brian Duncan

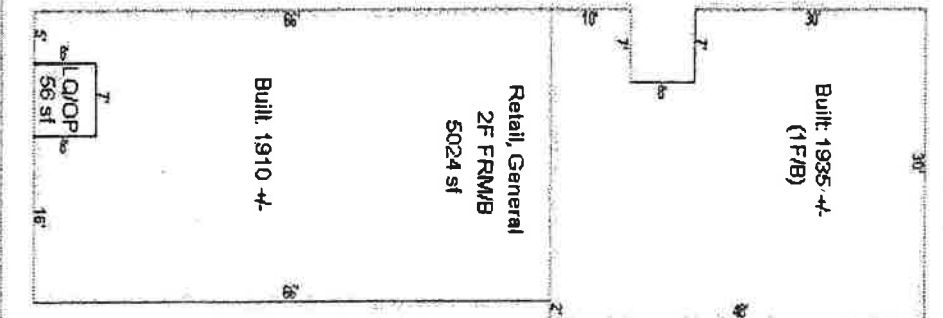
Member

By 

Chad Duncan

Member

Floor Plan



LEASE GUARANTY

In order to induce Wolfgang Investments, LLC ("Landlord") to execute the attached lease dated September 1, 2022 between Landlord and Grainwork's Old & New LLC ("Tenant"), the undersigned do hereby absolutely and unconditionally guarantee the full performance and observance of all the covenants, conditions, and agreements provided to be performed and observed by Tenant in the Lease, including, without limitation, the prompt payment of the rent and all other amounts required to be paid by Tenant.

The undersigned hereby waive notice of non-payment, non-performance or non-observance, and all other notices and all proof or demands.

Further, the undersigned expressly agree that their obligations hereunder shall not be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant, or by reason of the assertion against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, or by the relief of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise. The undersigned hereby waive all suretyship defenses. The undersigned further covenant and agree that this Lease Guaranty shall remain binding and continue in full force and effect in the event of any renewal, modification or extension of the Lease, whether or not the undersigned shall have received any notice of or consented to such renewal, modification or extension.

The undersigned further agree that their liability hereunder shall be primary, and that in any claim or right of action which shall accrue to the Landlord under the Lease, the Landlord may, at its option, proceed against the undersigned and the Tenant, or may proceed against the undersigned without having made a claim or commenced any action against or pursue or obtain a judgment against the Tenant.

It is agreed that the failure of the Landlord to insist on any one or more occasions upon strict performance or observance of any of the terms, provisions, or covenants of the Lease, or to exercise any right contained therein, shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provisions, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent or other payments with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

No assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of any of the undersigned hereunder.

The undersigned acknowledges that the obligations of this instrument are made in the interest of the undersigned's marriage.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, GUARANTOR AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES,

SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS GUARANTY.

In the case of any action, suit or proceeding arising out of this Guaranty, Guarantors expressly consent and agree to subject matter jurisdiction and personal jurisdiction in the circuit courts of the State of Wisconsin venued in Winnebago County, Wisconsin. If any provision or portion of this Agreement shall be or become illegal, invalid or unenforceable for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, this Guaranty is executed this 16 day of AUGUST, 2022.



Brian Duncan, individually



Chad Duncan, individually

City of Neenah Liquor Licenses Quota
May 28, 2024

	Establishment	Reserve "Class B" Combo IL & FMB	"Class B" Combo IL & FMB	Class "B" FMB	"Class A" Combo IL & FMB	Class "A" FMB	Class "C" Wine
"Class B" Combo IL & FMB	Ballroom at the Reserve		1				
	Bao Ju Mandrain Gourmet		1				
	Bar Twenty-Two		1				
	Bay Point Bar & Grill		1				
	Bridgewood Resort Hotel		1				
	Broken Tree Pizza		1				
	Cannova's Pizzeria		1				
	Cedar Bar & Grill		1				
	Copperstill Bourbon Bar		1				
	Cozumel Mexican Restaurant		1				
	Cranky Pat's Pizzeria & Pub		1				
	The Dome Sports Bar & Grill		1				
	Doubletree by Hilton Neenah		1				
	El Azteca Restaurant		1				
	Fire Lite		1				
	Gord's Pub		1				
	Greene's Pour House		1				
	Ground Round Bar & Grill		1				
	ICU Bar & Grill		1				
	Lion's Tail Brewing Co		1				
	Little Siam		1				
	Lucky Dog'z		1				
	My Place TNS		1				
	Old 41 Saloon		1				
	Pappa's Café	1					

	Rolling Thunder Lanes		1				
	Sante Wine Bar & Bistro		1				
	Sherrytown Station		1				
	Short Branch Saloon		1				
	Sidetracked Bar & Grill		1				
	Solea Mexican Grill		1				
	The Plaza		1				
	Town Council Kitchen and Bar		1				
	Two Bullyz Bar		1				
	Urban Market Neenah		1				
	Xtra Innings		1				
	Zacatecas Mexican Restaurant		1				
	Zuppa		1				
Class "	Sammy's Pizza			1			
"Class A" Combo IL & FMB	Cellars Wines & Spirits				1		
	Festival Foods				1		
	Gill Liquor				1		
	Grainworks Old & New				1		
	Pick N Save Store 6412				1		
	Pick N Save Store 8124				1		
	Walmart Supercenter				1		
Class "A" FMB	CVS Pharmacy Store 5936					1	
	Dollar General Store 21847					1	
	Tobacco Outlet Plus Store 526					1	
	Walgreen's Store 03392					1	
	Walgreen's Store 10236					1	
	Aldi's					1	

Totals		1	37	1	7	6	0
Quota		10	38	No Limit	No Limit	No Limit	No Limit

There is one regular "Class B" Liquor License remaining.