



Agenda
City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JANUARY 3, 2023 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVI1VnR1RWF5bXovdz09>

Meeting ID: 599 786 6403

Passcode: 53538

Dial by Location
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If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 397-9901. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

AGENDA

1. **Call meeting to order**
2. **Roll call**
3. **Public Hearing – None**
4. **Public Comment:** *The City Council will receive comments from City residents. Comments are generally limited to three minutes per individual. Anyone wishing to speak is required to sign up in advance or state the following items for the record when called upon: name, address, subject matter, and contact information. No action will be taken on any public comments unless the item is also elsewhere on the agenda.*
5. **Consent Agenda:** *The Consent Agenda outlined below is hereby presented for action by the City Council. Items may be removed from the Consent Agenda on the request of any one Council member. Items not removed may be adopted by one action without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Council President.*

- a. Review and possible action relating to the **amended minutes of the December 14, 2022 License Committee** meeting (Ebbert, Clerk/Treasurer/Finance Director)
- b. Review and possible action relating to the **minutes of the December 20, 2022 regular Fort Atkinson City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)

6. **Petitions, Requests, and Communications** – None

7. **Resolutions and Ordinances** – None

8. **Reports of Officers, Boards, and Committees:**

- a. City Manager’s Report (LeMire, City Manager)

9. **Unfinished Business** – None

10. **New Business:**

- a. Review and possible action relating to authorization for City staff to issue a Request for Proposals (RFP) for the design of a new **Public Works Operations Facility** (Williamson, Public Works Superintendent)
- b. Review and possible action relating to the **purchase of properties east of the existing Public Works Operations Facility** to accommodate the design and future construction of a new facility (Williamson, Public Works Superintendent)
- c. Review and possible action relating to the issuance of a **Reserve “Class B” Intoxicating Liquor License** for the license year January 3, 2023 through June 30, 2023 (Ebbert, Clerk/Treasurer/Finance Director)

11. **Miscellaneous** – None

12. **Claims, Appropriations and Contract Payments:**

- a. Review and possible action relating to the **Verified Claims** presented by the Director of Finance and authorization of payment (Ebbert, Clerk/Treasurer/Finance Director)

13. **Adjournment**

Date Posted: December 29, 2022

CC: City Council; City Staff; City Attorney; News Media; Fort Atkinson School District; Fort Atkinson Chamber of Commerce

Visit us online! City news and information can be found at www.fortatkinsonwi.gov, and be sure to follow us on Facebook @FortAtkinsonWI.

Note the City's new .gov domain name and new phone numbers. Visit our website for more information.



**LICENSE COMMITTEE MEETING
IN PERSON AND VIA ZOOM
WEDNESDAY, DECEMBER 14, 2022 – 6:30 PM
CITY HALL – SECOND FLOOR
~~AMENDED~~**

1. CALL MEETING TO ORDER

President Scherer called the meeting to order at 6:30 pm.

2. ROLL CALL

Present: Cm. Johnson, Cm. Schultz and President Scherer. Also present: City Manager and City Clerk/Treasurer.

3. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FOR A RESERVE "CLASS B" INTOXICATING LIQUOR FOR THE LICENSING PERIOD OF JANUARY 3, 2023 THROUGH JUNE 30, 2023. (EBBERT)

Clerk Ebbert began with providing the background of the 1997 action taken by the Department of Revenue to place a quote on "Class B" Intoxicating Liquor licenses. Ebbert indicated the notice of the available license was published in the local newspaper, posted on the City's website and mailed to interested parties. The application process included submission of the following forms: Original Alcohol Beverage License Retail Application, Auxiliary Questionnaire, Schedule for Appointment of Agent by Corporation or Limited Liability Company, Federal Identification Number (documentation required confirming the number), Wisconsin Seller's Permit Number (documentation required confirming the number) and City of Fort Atkinson Reserve License Questionnaire. Clerk Ebbert transferred information provided on the questionnaire into a table which was provided to the License Committee.

The following entities applied for the available license and were given an opportunity to present their submission to the License Committee: PaddyShack LLC d/b/a PaddyShack Golf and Gaming Lounge, Mr. Brews Taphouse VIII, LLC d/b/a Mr. Brews Taphouse, Rock River Heritage, Inc d/b/a The Fort Atkinson Club Community Center.

The License Committee continued discussion on the applicants.

Cm. Schultz moved to recommend to City Council to issue a Reserve "Class B" Intoxicating Liquor License for the licensing period of January 3, 2023 through June 30, 2023 to Mr. Brews Taphouse VIII, LLC d/b/a Mr. Brews Taphouse. Pres Scherer seconded the motion. Motion carried 2-1, Cm. Johnson opposed the motion.

4. ADJOURNMENT

Cm. Schultz moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 7:55 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



Agenda
City of Fort Atkinson
City Clerk/Treasurer's
Office 101 N. Main Street
Fort Atkinson, WI 53538

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, DECEMBER 20, 2022 – 7:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

President Scherer called the meeting to order at 7:00 pm.

2. ROLL CALL

Present: Cm. Hartwick, Cm. Johnson, Cm. Schultz and President Scherer. Also present: City Manager, City Clerk/Treasurer, City Attorney, City Engineer, Building Inspector, Park & Recreation Director and Fire Chief. Cm. Becker joined via zoom and in person at 7:40 pm.

3. PUBLIC HEARINGS:

a) Public Hearing relating to State and Federal Aid for the improvements at the Fort Atkinson Municipal Airport (Selle, City Engineer/Public Works Director)

Engineer Selle provided a presentation to the City Council, in person and zoom attendees regarding the Fort Atkinson Airport. The presentation included a maintenance list of crackfill, sealcoat and restripe the runway, approach and taxiways in 2023 and improvements to the beacon, airfield lighting, apron lighting and sign upgrades. Noted capital investments were new construction of a hangar/terminal building/FBO facilities, potential land acquisition, snow removal equipment and potential runway expansion. Finally, Selle included what an airport master plan could provide by identifying and describing future changes in usage that would justify additions/enhancements to airport facility. Selle also noted funding sources including Annual Federal Entitlement Block Grant, COVID funding, Bipartisan Infrastructure Bill (BIL) and discretionary funding.

President Scherer opened the Public Hearing at 7:10 pm.

After three calls and no comments from those in person or via zoom, the Public Hearing was closed at 7:11 pm.

No action required.

b) Public Hearing relating to contract modifications and the fare schedule changes for the Shared Ride Taxi Service in the City of Fort Atkinson. (Selle, City Engineer/Public Works Director)

Engineer Selle presented a summary regarding the loss of agency fare revenue and a driver shortage. He also noted the Federal Subsidy that was increased in 2020 and 2021 to pay for the entire expense of operating the taxi service. In 2022, the subsidy increased to 74% from the typical 56% covering all expenses for the contract. In 2023, the federal subsidy will return to 56%. The contract for the shared ride program will experience a reduction of contract hours

from 15,900 to 9,000 hours, an increase in hourly rate for reduced contract service hours, an across the board fare increase on average 61% and reduced service hours will required the service schedule to change eliminating late night on Friday and Saturday evenings. A taxi will be available 6 am to 7 pm weekdays, 7 am to 7 pm Saturday and 7 am to 3 pm on Sunday.

President Scherer opened the Public Hearing at 7:29 pm.

Rob Martin, 409 Nadig Drive – he asked if the City of Jefferson contracts with the same taxi service as Fort Atkinson as he suggested cost sharing for the services. He also asked what the current rate of pay is for the drivers. Selle believes the rate of pay is around \$10 per hour. Martin feels ridership will decrease with the schedule cutting and increase in fee. He would like the Council to consider other options and find a better solution. Cm. Hartwick if he has any solutions or suggestions. Martin suggested working with the City of Jefferson. Cm. Hartwick stated that each municipality has a separate contract with the company.

Cm. Johnson asked if the wages could be adjusted. Selle stated we cannot request or set the wages for the taxi drivers. Selle stated that revenue has to be generated to operate this program. The 2023 budget does not include funds to operate the program.

The Public Hearing was closed at 7:39 pm.

No action required.

4. PUBLIC COMMENT:

Rob Martin, 409 Nadig Drive commented on the increase for property taxes for the City of Fort Atkinson. He spoke on comments from online social media. He made reference to a ‘gold-plated’ ambulance and part-time employee wage increases. He also commented on those on fixed incomes that cannot afford various things. He feels people will be financially ruined due to tax increases.

Erin and Mitch Patterson, 1505 Stacy Lane addressed the Reserve “Class B” Intoxicating Liquor License available and advocated for their business, PaddyShack to be approved and issued the license at the Council’s January meeting. They stated that their entertainment venue will focus on downtown revitalization, provide employment opportunities and make a positive economic impact.

5. CONSENT AGENDA:

- a. Review and possible action relating to the minutes of the December 6, 2022 regular City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b. Review and possible action relating to the minutes of the December 8, 2022 Transportation and Traffic Review Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- c. Review and possible action relating to the minutes of the December 13, 2022 Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- d. Review and possible action relating to the minutes of the December 14, 2022 Sex Offender Residence Board meeting (Ebbert, Clerk/Treasurer/Finance Director)*

- e. *Review and possible action relating to the minutes of the December 14, 2022 License Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
 - f. *Review and possible action relating to building, plumbing, and electrical permit report for November 2022 (Draeger, Building Inspector/Zoning Administrator)*
 - g. *Review and possible action relating to the City Clerk-issued License and Permit Report for November 2022 (Ebbert, Clerk/Treasurer/Finance Director)*
 - h. *City Sewer, Water, and Stormwater Utility Financial Statements as of November 30, 2022 (Ebbert, Clerk/Treasurer/Finance Director)*
- Cm. Hartwick moved, seconded by Cm. Johnson to approve the Consent Agenda as listed, items 5.a. through 5.g. Motion carried.

6. PETITIONS, REQUESTS, AND COMMUNICATIONS – NONE

7. RESOLUTIONS AND ORDINANCES:

- a. *Review and possible action relating to a Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid and the Agency Agreement and Federal Block Grant Owner Assurances (Selle, City Engineer/Public Works Director)*

Cm. Becker moved, seconded by Cm. Johnson to adopt the resolution petitioning the Secretary of Transportation for Airport Improvement Aid and to approve the agency agreement and Federal Block Grant Owner Assurances. Motion carried unanimously.

- b. *Review and possible action relating to a Resolution Urging Legislature and Governor to Fix Broke System of Funding Critical Local Services (LeMire, City Manager)*

Manager LeMire noted as the City of Fort Atkinson is a member of the League with City's Elected Officials and staff members becoming more active and engaged with the League over the past several years, including attendance and speaking engagements at various events and conferences as well as supporting the League's legislative agenda. LeMire discussed the resolution in response to the property tax revenue that is limited by "levy limits" imposed by state law. This law limits the local government's ability to increase property tax revenue to the percentage of net new construction for the prior year. In 2022, the City's net new construction number was .34%, which equated to an allowable levy increase of \$22,067.58. Several of the City's contracted services, such as garbage and recycling collection, are tied to the increase in the Consumer Price Index (CPI) and increased more than the City's allowable levy increase. LeMire continued noting that statutes allow for local governments to borrow funds outside of the levy limit and to seek voter approval for an increase in property taxes through the referendum process. The City of Fort Atkinson took both of these steps in 2022, which are reflected in the 2022 tax bills mailed out on December 15th (due in 2023). However, borrowing is not an appropriate way to fund annual operations; and the approved public safety referendum amount (\$769,335) will not ever increase.

President Scherer moved, seconded by Cm. Schultz to adopt the resolution urging the Legislature and Governor to Fix the Broke System of Funding Critical Local Services and direct the City Manager to share the signed document with the League and the City's local Legislators. Motion carried unanimously.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

a. City Manager's Report (LeMire, City Manager)

No action required.

9. UNFINISHED BUSINESS – NONE

10. NEW BUSINESS:

a. Review and possible action to authorize the City Manager to execute the 2023 Joint Powers Agreement with Jefferson County for the County 911 Emergency System (LeMire, City Manager)

Cm. Becker moved, seconded by Cm. Hartwick to authorize the City Manager to execute the 2023 Joint Powers Agreement with Jefferson County for the County 911 Emergency System. Motion carried.

b. Review and possible action to approve the contract modifications for the Shared Ride Taxi Service in the City of Fort Atkinson (Selle, City Engineer/Public Works Director)

Engineer Selle reflected on the modifications noted during the Public Hearing.

Cm. Hartwick moved, seconded by Cm. Johnson to approve the noted changes to the shared ride taxi contract with Running Inc. for 2023 including the service schedule noted, hourly contract rate for service at \$36.73, and reduction in total contract hours to 9,000. Motion carried.

c. Review and possible action to approve the Fare Schedule for the shared ride taxi service (Selle, City Engineer/Public Works Director)

Cm. Becker moved, seconded by Cm. Schultz to approve the increased Fare Schedule as noted for the Shared Ride Taxi Service in the City of Fort Atkinson. Motion carried.

d. Review and possible action relating to a Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Hebron for 2023-2025 (LeMire, City Manager)

Manager LeMire addressed agenda items #d - #h regarding ambulance service to the surrounding townships of Fort Atkinson. This service will begin 2023 through 2025. The rate per capita will be \$7.22 with a minimum annual increase of 2% and a maximum annual increase of 6%.

Cm. Hartwick moved, seconded by Cm. Becker to approve the Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Hebron for 2023-2025. Motion carried.

e. Review and possible action relating to a Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Jefferson for 2023-2025 (LeMire, City Manager)

Cm. Hartwick moved, seconded by Cm. Schultz to approve the Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Jefferson for 2023-2025. Motion carried.

f. Review and possible action relating to a Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Koshkonong for 2023-2025 (LeMire, City Manager)

Cm. Schultz moved, seconded by Cm. Johnson to approve the Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Koshkonong for 2023-2025. Motion carried.

g. Review and possible action relating to a Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Oakland for 2023-2025 (LeMire, City Manager)

Cm. Becker moved, seconded by Cm. Schultz to approve the Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Oakland for 2023-2025. Motion carried.

h. Review and possible action relating to a Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Sumner for 2023-2025 (LeMire, City Manager)

Cm. Hartwick moved, seconded by Cm. Schultz to approve the Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Sumner for 2023-2025. Motion carried.

11. MISCELLANEOUS – NONE

12. CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:

a. Review and possible action relating to the Verified Claims presented by the Director of Finance and authorization of payment (Ebbert, Clerk/Treasurer/Finance Director)

Cm. Becker moved, seconded by Cm. Hartwick to approve the list of Verified Claims and authorize payment. Motion carried.

13. ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 8:20 pm.

Respectfully submitted

Michelle Ebbert
City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: January 3, 2023

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to authorization for staff to issue a Request for Proposals for the design of a new Public Works Facility

BACKGROUND

The City Council, at the November 15, 2022 meeting, reviewed the Engberg Anderson Architects preparation of two Public Works Facility Concept Plans on two different locations: the existing Public Works Facility Campus at 700 James Place and the Loeb Lorman site at 115 Lorman Street.

Council Members raised several questions and requested additional data relating to the improvements needed at the existing facility to allow its use for the next several years to accommodate the time constraints of the Lorman site. Other discussion items included short-term facility needs to maintain use during on-site redevelopment, possible street vacation, and adjacent lands acquisition. At this meeting, staff recommended that the Council move forward with the new facility on the existing site because the Lorman location does not meet the needs and timeline for the design and construction of a new facility.

DISCUSSION

Staff has worked closely with Engberg Anderson Architects to coordinate two prepared concept plans and construction cost estimates. The plans were prepared to allow for proper evaluation of the Existing Facility Campus, and the Loeb Lorman Site, for area, location and anticipated facility design criteria.

In an attempt to provide the Council with a thorough review and assessment of the existing facility HVAC and environmental controls systems, staff reached out to a mechanical contractor and consulting firm of Total Mechanical, Inc. Enlisting their help with the evaluation, review and assessment of the existing conditions within the current facility campus. Attached with this memo the Council will find a detailed evaluation and repair cost estimate pertaining to the existing facility environmental controls and HVAC system.

Also attached to this memorandum is a draft Request for Proposals that, upon approval by the City Council, will be distributed to qualified firms and posted on appropriate websites so that any interested firm can submit a proposal by the deadline.

FINANCIAL ANALYSIS

The project architectural design and plan bid set preparation is budgeted within the 2023 Capital Improvement Plan at \$100,000. The actual cost of this phase will be determined through solicitation of competitive proposals and will come before City Council for approval.

Future site development funds may include property acquisition and repairs to the existing facility. Funds for design beyond those budgeted, property acquisition, and/or repairs may be drawn from unassigned fund balance, ARPA, or proceeds from future borrowing.

RECOMMENDATION

Staff recommends that the City Council authorize staff to issue a Request for Proposals for architectural design plans and specifications for a new Public Works Operations Facility at the existing 700 James Place location to be completed in 2023.

ATTACHMENTS

Proposed Design Services Request for Proposal (RFP) for the design, specifications, and bidding documents to construct a new Public Works Operations Facility; Fort Atkinson DPW HVAC Survey Report



DRAFT

**CITY OF FORT ATKINSON, WI
REQUEST FOR PROPOSAL
PUBLIC WORKS FACILITY DESIGN AND
CONSTRUCTION PLANS**

Contact:

Tom Williamson 920.563.7771 twilliamson@fortatkinsonwi.gov

Proposal Deadline: January 27, 2023 at 3PM – email proposals only.

1. PROJECT OVERVIEW

This is a Request for Proposals (RFP) for a detailed Design and Construction Plan for new DPW facility to be provided to the City of Fort Atkinson, Wisconsin. The consultant chosen will provide a facility design and construction plan for the public works operations center currently located at 700 James Place, Fort Atkinson, Wisconsin (see attached aerials).

This location will be expanded through the purchase of land to the east and vacating the road, James Place. The need to accommodate not only a facility, but the stormwater treatment, and required greenspace on the site is important.

The City has completed a facility study and preliminary conceptual evaluation on the proposed location, details and exhibits provided by FTP link, but would like the chosen contractor to consider the necessary size, internal elements and arrangement of the site during the design and plan process to ensure the new facility will continue to meet the needs of the city for the next 30 years and longer.

We are dedicated to this design effort in 2023. New facility construction is anticipated for 2024 under a separate RFP for physical construction and construction oversight services.

2. EXISTING DATA

The City has uploaded background information that is available here, including a previous facility study completed in 2017 and the concept plan completed in 2022. That data can be accessed at this link: [\(link to be updated prior to distribution\)](#)

REQUIRED SCOPE OF WORK

The City would like the following elements included in the project:

- a. **Two meetings:** The first with the City Manager, Department of Public Works, and Parks Department, managers to gather input on the current facility and understand the growing needs of the city. The second meeting with department staff to gather needs, recommendations, and input.
- b. **Schematic Design:** Working with the information gathered, and provided by the city, prepare building floor plans, site plan, and exterior elevations. Plans should illustrate spatial and functional relationships of the facility and surrounding site. Exterior elevations should illustrate the projected image and proposed materials. Prepare a project schedule, with construction cost estimate, and offer options for construction types, costs, and any possible alternatives the city may want, or need, to consider.
- c. **Design Development:** Consideration for construction type, materials, finishes, features, and final design considerations should include the structural, mechanical, electrical, and plumbing requirements of the building, mechanical system options and suggestions, optimal locations, and sizes for the systems. This phase should consider all aspects of the building and site design.

- d. **Detailed Bidding/Construction Documents:** Project manual with specifications should be developed and should include requirements for bidding, general conditions, and other general provisions as requested by the city. Prepared documents should provide the detail required for competitive, comparable bidding of this project.
- e. **Bidding/Contract Negotiation:** The consultant should be prepared to answer questions, prepare addenda, assist in obtaining bids, award, and preparation of the Standard AIA Owner-Contractor contracts. The conclusion of this phase should result in an award and contracts for construction with a single prime General Contractor.

3. SCHEDULE

Work is anticipated to commence in February 2023 and should be completed by September 1, 2023. Consultants should provide a schedule including major milestones in their proposal.

4. PROPOSAL FORMAT

Approach to Work – (1 page or less) Your best pitch, what differentiates you from competitors, be succinct.

Project Team – (1 page or less) Brief bios of the 2 main staff tasked with interacting with the City on the project.

Examples of Work – Provide **reports (web links only)** from 2 to 3 similar projects of this size and caliber for City review.

Scope of Work – (4 pages max.) – Detail a scope among the work areas noted in the required scope of work. Outline separately the Deliverables and Assumptions under each of the work areas.

Fee Table – (1 page) Provide a table by scope task with estimated hours by individual. Include billing rates and reimbursable costs.

Schedule – Detail the major milestones to be completed in 2023 – This should be a broad overview not a detailed schedule and include anticipated bid release, bid letting, and groundbreaking dates.

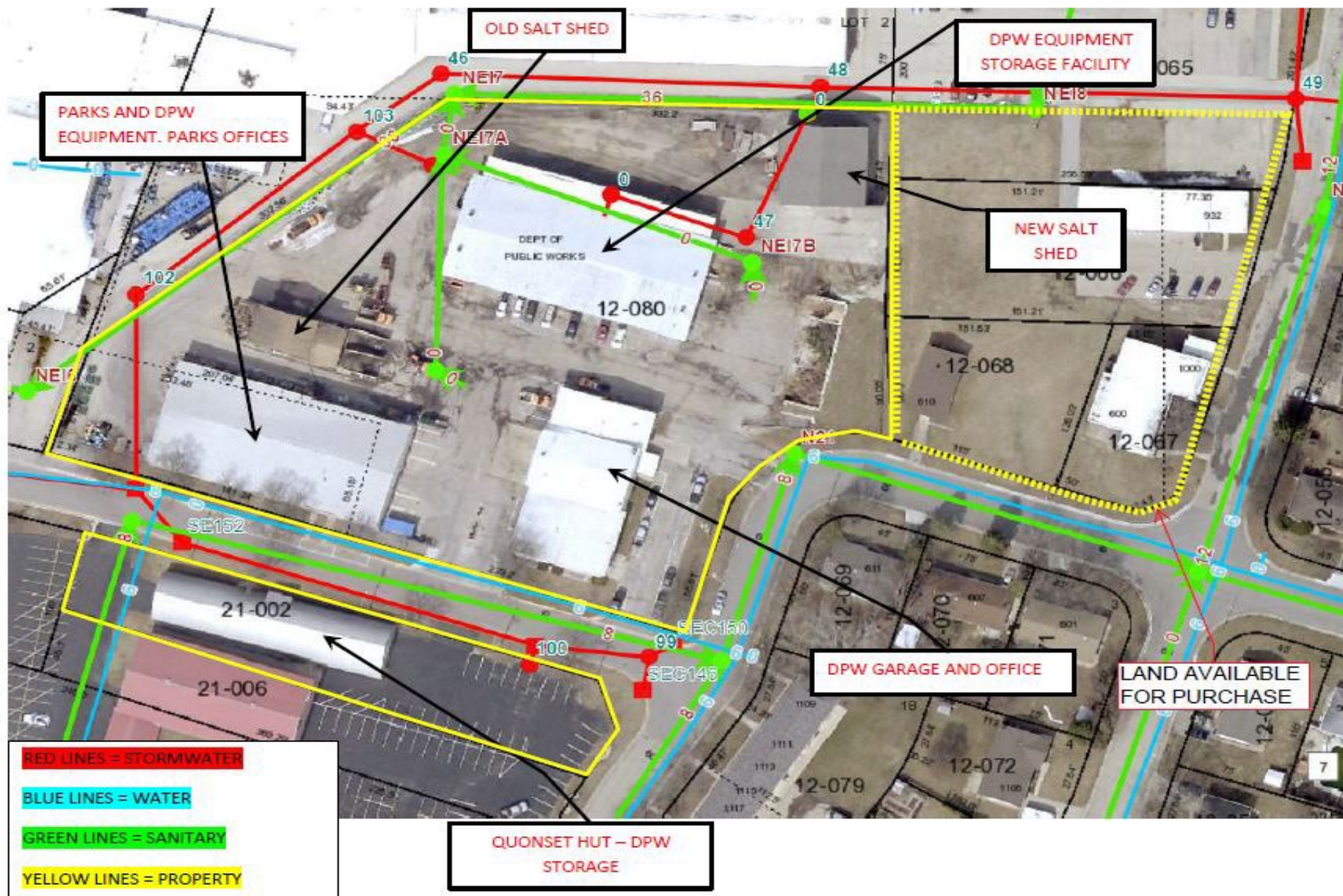
5. PROPOSAL DEADLINES

- a. Proposal Deadline: **January 27, 2023 – 3 PM**
- b. Questions asked 1 week prior to the deadline may not be answered.
- c. **Email proposals to:** twilliamson@fortatkinsonwi.gov
- d. A decision will be emailed to all bidders within 1 week of bid opening.

6. PROPOSAL EVALUATION

Proposals will be objectively evaluated based upon the submitted materials. Philosophy of the firm toward organizing and carrying out the Facilities Study, work and analysis proposed to fit within the stated budget will be the most prominent factors. The City reserves the right to select the firm best suited for the work without regard to total proposed design budget submitted.

EXISTING SITE LAYOUT



City of Fort Atkinson – DPW Municipal Buildings - HVAC Survey Report December 1, 2022

Introduction

TOTAL Mechanical has been hired by City of Fort Atkinson Department of Public Works to provide an HVAC survey report of the current system conditions of the (3) heated buildings at 700 James Place Fort Atkinson, WI 53538. The intent of this survey is to observe, witness, and create a list of HVAC system conditions. Conditions will be sorted into three categories:

- **Good Condition** – in which the equipment/system is operating as intended, is well kept, and within its published useful operating life. Normal minor maintenance would be expected.
- **Fair Condition** – in which the equipment/system is operating as designed intended and is at/near its published useful operating life by a combination of age/maintenance/usage conditions. Moderate to heavy maintenance with repairs would be expected.
- **Poor Condition** – in which the equipment/system is either not operating as intended anymore or is beyond its useful operating life by a combination of age/maintenance/usage conditions. Replacement would be expected.

Main Building Overview

The building is broken down into roughly (3) main areas served by different equipment. An itemized list of the equipment with pictures, conditions, and suggested budget ranges to maintain/replace the equipment over 2-5 years is as follows:

- Front office served by a residential furnace for heating & cooling



- Front office furnace appears to be in fair operating condition, but is in poor design condition. Equipment age is near end of life and will require elevated maintenance to maintain operation for 2-5 years. Installation does not appear to meet code required outdoor air for breathing ventilation and should be considered for improvement.
 - Maintenance budget for 2-5 years = \$500 - \$6,500
 - Correction of code deficiency budget = \$10,000

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Fort Atkinson – DPW – Municipal Buildings
HVAC Survey Report
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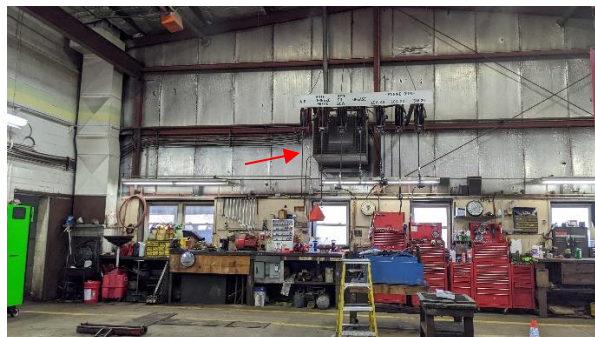
- Shop & Garage area served by a gas unit heater, (2) gas radiant tube heaters, a garage general ventilation exhaust fan, and a point of use source capture exhaust for vehicles and welding



- Shop unit heater is in fair condition. Maintenance budget for 2-5 years = \$250 - \$2,500



- Gas unit heaters are in good condition. Maintenance budget for 2-5 years = \$150 - \$1,000 ea



- Garage exhaust fan is in fair operating condition, but poor design condition. Operator switch controls do not appear to properly operate fan/damper/burner components. Intermediate manual use of fan in the occupancy classification of the space is not code compliant.
 - Maintenance budget for 2-5 years = \$250 - \$5,000
 - Correction of code deficiency budget = \$30,000
- Capture fan (not pictured) is fair condition. Maintenance budget for 2-5 years = \$300-\$5,000

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- Break area is served by a residential furnace for heating & cooling



- Break area furnace appears to be in fair operating condition, but is in poor design condition. Equipment age is near end of life and will require elevated maintenance to maintain operation for 2-5 years. Installation does not appear to meet code required outdoor air for breathing ventilation and should be considered for improvement.
 - Maintenance budget for 2-5 years = \$500 - \$7,500
 - Correction of code deficiency budget = \$10,000

Parks & Rec Building Overview (South Truck Shed)

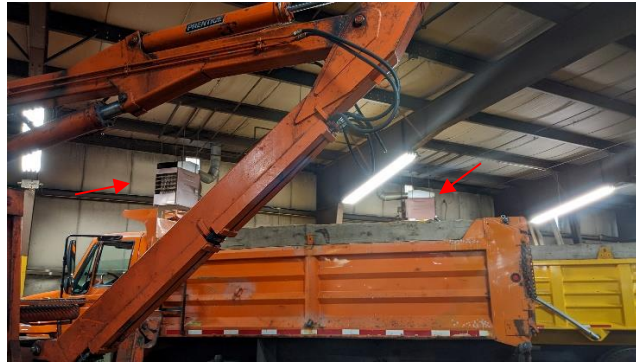
The building is broken down into roughly (3) main areas served by different equipment. An itemized list of the equipment with pictures, conditions, and suggested budget ranges to maintain/replace the equipment over 2-5 years is as follows:

- Main garage is served by (2) gas unit heaters, (1) make-up air unit, and (1) exhaust fan



- Make up air unit is in poor condition and should be considered for replacement. Controls did not properly operate fan/damper/burner assemblies or internal component failure exists and unit is beyond useful life.
 - Budget for immediate replacement = \$35,000

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- Garage area gas unit heaters are in fair condition and at end of useful life.
 - Maintenance to replacement budget range for 2-5 years = \$250 - \$8,500 ea



- Garage area exhaust fan is in poor condition and in poor design condition. Operator switch controls do not appear to properly operate fan/damper components. Intermediate manual use of fan in the occupancy classification of the space is not code compliant.
 - Maintenance budget for 2-5 years = \$250 - \$5,000
 - Correction of code deficiency budget = \$30,000
- Break area is served by a heating only carrier unit (and has a temporary portable A/C unit through window)



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- Carrier unit is in poor operating condition and poor design condition. Unit is obsolete, appears to have a retrofit gas valve, and may not have proper safety switches for burner control. Design does not appear to have proper breathing ventilation air for space occupancy.
 - Maintenance to replacement budget range for 2-5 years = \$500 - \$8,500
 - Correction of code deficiency budget = \$10,000
- Portable AC unit (not pictured) is not a permanently affixed asset and was not reviewed.
- Parts shop area is served by a heating only carrier unit (a smog eater and a thru wall manual fan)



- Carrier unit is in poor operating condition and poor design condition. Unit is obsolete, appears to have a retrofit gas valve, and may not have proper safety switches for burner control. Design does not appear to have proper breathing ventilation air for space occupancy.
 - Maintenance to replacement budget range for 2-5 years = \$500 - \$8,500
 - Correction of code deficiency budget = \$10,000
- Smog eater (not pictured) is not a permanently affixed asset and was not reviewed.
- Through wall exhaust fan (not pictured) is a residential style fan through wall. Age appeared to be in poor condition and would suggest for replacement if fan use is desired = \$1,500

North Truck Shed Building Overview

The building is one large space served by (7) gas unit heaters. Pictures of the equipment with, conditions, and suggested budget ranges to maintain/replace the equipment over 2-5 years is as follows:



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- All gas unit heaters are in fair condition. (4) duct drops exist at overhead doors with no apparent exhaust fans. Use of space for vehicles requires exhaust by code and should be reviewed further for correction.
 - Maintenance budget for unit heaters 2-5 years = \$250 - \$2,500 ea
 - Correction of code deficiency budget = \$35,000

In summary, the recommended budgets to carry for the following timelines are:

2-Year Timeline

- Minimum recommended budget = \$40,600
- Maximum recommended budget = \$81,200
- Recommended budget to correct deficiencies = \$135,000

5-Year Timeline

- Minimum recommended budget = \$189,600
- Maximum recommended budget = \$256,500

This report has been created based upon the information supplied, visual inspections only, and the time allotted onsite. It is not guaranteed to cover all aspects of the entire system or provide guidance on how to address conditions. Should you have any questions, or require additional information, please do not hesitate to contact me directly at (262) 522-7174, or email me at bpatterson@total-mechanical.com

Respectfully Submitted,

Ben Patterson, P.E.
Special Projects Manager



MEMORANDUM

DATE: January 3, 2023

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to an Offer to Purchase the property east of the existing Public Works Facility – including tax key numbers 226-0514-0912-066, 226-0514-0912-067, 226-0514-0912-068, and part of 226-0514-0912-065 – to accommodate the design and future construction of a new facility

BACKGROUND

At the December 6, 2022 City Council meeting, the Council met in closed session to discuss the possible purchase of the above-described parcels adjacent to the existing Public Works Facility at 700 James Place to accommodate future construction of a new facility. These lands, currently owned by 901 Janesville, LLC. Were depicted as part of Public Works Facility Concept Plan for the redevelopment of the existing facility.

DISCUSSION

After that meeting, the City extended an Offer to Purchase the properties from the property owner. That Offer was accepted and is included in this packet.

FINANCIAL ANALYSIS

This offer to purchase, as detailed and included with this memo, includes three parcels of land and part of a fourth for the amount of \$500,000.00. Staff intends to use General Fund fund balance to purchase the property with the intent to reimburse the General Fund through proceeds from future borrowing in 2024. Staff will recommend that the City Council adopt a resolution solidifying that intent within 18 months of the borrowing. The closing date for the land purchase is March 28, 2023.

RECOMMENDATION

Staff recommends that the City Council approve the Offer to Purchase the properties outlined in this memo (including tax key numbers 226-0514-0912-066, 226-0514-0912-067, 226-0514-0912-068, and part of 226-0514-0912-065) subject to the agreed upon conditions for \$500,000, to be paid for through the City's General Fund fund balance and reimbursed through proceeds of future General Obligation borrowing.

ATTACHMENTS

Proposed Offer to Purchase Agreement between 901 Janesville, LLC and the City of Fort Atkinson, WI; Map of Parcels to be Purchased

EXHIBIT "A"

OFFER TO PURCHASE



WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 12/15/22 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3 **GENERAL PROVISIONS** The Buyer, City of Fort Atkinson
4 _____, offers to purchase the Property known as [Street Address] See attached PIN
5 **Numbers describing the real estate and map defining PIN 226-0514-0912-065** in the City of Fort Atkinson
6 of _____, County of Jefferson, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ **PURCHASE PRICE:** Five hundred thousand
9 _____ Dollars (\$ 500,000.00).
10 ■ **EARNEST MONEY** of \$ 0 accompanies this Offer and earnest money of \$ 0 will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: None
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____
20 ■ **NOT INCLUDED IN PURCHASE PRICE:** Seller's or lessee's property currently in buildings
21 _____
22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 12/23/22. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____
40 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____
49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): drw@rogerswestricklawoffice.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
 58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
 59 and Real Estate Condition Report, if applicable, dated to be provided, which was/were received by Buyer prior to Buyer
 60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and

61 _____
 62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
 64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
 65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
 66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than 4/28/23
 68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
 70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

71 _____
 72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
 76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
 77 ☐ Current assessment times current mill rate (current means as of the date of closing)
 78 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
 79 known, multiplied by current mill rate (current means as of the date of closing)

80 ☐ _____
 81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
 82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
 83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
 85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
 86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
 87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
 88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
 90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
 94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
 95 are **None**

96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 ☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
 98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
 99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
 101 Code Ch. SPS 367). If not exempt, (Buyer) ~~(Seller)~~ **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
 102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
 103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
 105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

106 _____ If "Time
 107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
 108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** **See Attached**

110 _____
 111 _____
 112 _____
 113 _____
 114 _____
 115 _____

116 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.
123 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.
127 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.
133 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.
135 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
136 expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____
137 ☐ **CHECK ALL THAT APPLY**, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.
140 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____
146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
150 ~~CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map~~
151 ~~when setting the deadline.~~
152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.
157 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**
159 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
160 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
162 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
164 ☐ Rent roll.
165 ☐ Other _____
166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.
171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.
174 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
- o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
- t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- u. Government investigation or private assessment/audit (of environmental matters) conducted.
- v. Other Defects affecting the Property.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

(Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

227
228 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

238 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

239 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
241 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes.

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 **NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 **■ BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER,**
254 **BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S**
255 **AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

256 **■ SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **■ FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

278 _____
279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

DEFINITIONS CONTINUED FROM PAGE 4

287 **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 288 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 289 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 290 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 291 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 292 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 293 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 294 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 295 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 296 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 297 and state and federal guidelines, as applicable.

298 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 299 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 300 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 301 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

302 **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 303 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 304 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 305 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 306 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 307 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 308 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 309 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

310 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

311 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

312 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 313 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 314 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 315 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 316 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

EARNEST MONEY

317 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 318 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

319 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an
 320 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

321 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 322 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 323 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 324 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 325 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 326 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 327 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 328 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 329 disbursement.

330 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 331 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 332 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 333 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 334 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 335 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 336 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 337 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TITLE EVIDENCE

341 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 _____

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
352 **other than the current use.**

353 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 **■ PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 **■ TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 **■ SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 **("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also**
382 **include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the**
383 **presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of**
384 **contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer**
385 **had actual knowledge or written notice before signing the Offer.**

386 **■ CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 **■ RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

Property Address: _____

Page 9 of 9, WB-15

450 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] David R Westrick, Attorney for the City of Fort Atkinson

481 _____ on 12/15/22

482 Buyer Entity Name (if any): City of Fort Atkinson

483 (x) [Signature] 12/15/2022
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Rebecca Houseman LeMire, City Manager Date ▲

485 (x) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____
489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): 901 Janesville LLC

493 (x) [Signature] 12-20-2022
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Stephen M. Cramer CFO Date ▲

495 (x) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ATTACHMENT TO OFFER TO PURCHASE DATED 12/15/22

Lines 4-5 : PIN Number 226-0514-0912-065 – southern portion of said parcel consisting of .30 as evidenced by attached exhibit "A"

PIN Number 226-0514-0912-066

PIN Number 226-0514-0912-067

PIN Number 226-0514-0912-068

Line 109-115: Buyer shall be responsible for the survey and required approvals to split the parcel of PIN Number 226-0514-0912-065. Buyer allocates a \$15,000.00 value to the survey and required approvals.

Buyer takes all buildings in an "AS IS" condition with no warranties or guarantees provided by Seller whatsoever.

Seller may continue to use the buildings until Buyer gives 45 day written notice to seller of its intent to remove buildings. Seller to remove or abandon the property located therein within that 45 days.

Buyer attaches an appraisal from James Buchta for the above described property.



MEMORANDUM

DATE: January 3, 2023

TO: City of Fort Atkinson City Council

FROM: Michelle Ebbert, City Clerk/Treasurer/Finance Director

RE: Discussion and possible action relating to Reserve "Class B" Intoxicating Liquor License

BACKGROUND

The number of Reserve "Class B" Intoxicating Liquor licenses available to a municipality was determined by the Department of Administration in 1997. An increase in the quota of licenses available is determined by the increase in population of 500 persons. Since 1997, population increases have allowed two additional licenses to be issued as Reserve licenses. Following the 2022 preliminary population estimate, staff confirmed with the Department of Revenue that the City of Fort Atkinson has an additional Reserve License that can be issued.

DISCUSSION

Several local businesses have indicated to staff that they may be interested in a Reserve "Class B" Intoxicating Liquor license if one becomes available. On November 1, 2022, staff mailed the attached letter to five (5) individuals/businesses that had expressed interest in a "Class B" Intoxicating Liquor license for a business/location. In addition, staff published a notice of the available license was published in the Daily Union on November 4th, 2022, and posted on the City's website. Three applicants submitted the required forms by the November 17th deadline.

Applicants were required to submit the following information:

- AT-106 – Original Alcohol Beverage License Retail Application
- AT-103 – Auxiliary Questionnaire
- AT-104 – Schedule for Appointment of Agent by Corporation or Limited Liability Company
- Federal Identification Number (documentation required confirming the number)
- Wisconsin Seller's Permit Number (documentation required confirming the number)
- City of Fort Atkinson Reserve License Questionnaire

The three applicants for the available license are (in order of submittal):

- PaddyShack LLC d/b/a PaddyShack Golf and Gaming Lounge
- Mr Brews Taphouse VIII, LLC d/b/a Mr Brews Taphouse
- Rock River Heritage, Inc d/b/a The Fort Atkinson Club Community Center

Information from the Reserve License Questionnaire from each applicant is included in attached summary, along with all application submittals.

FINANCIAL ANALYSIS

A Reserve license has a one-time fee of \$10,000, which is set by State Statute. The recipient of the license would also be required to pay pro-rated alcohol license fees for the remainder of the licensing period.

LICENSE FEES DUE UPON ISSUANCE

- RESERVE License (one-time fee) \$10,000
- “Class B” Intoxicating Liquor \$250.00 (January 4, 2023 – June 30, 2023)
- Class “B” Fermented Malt Beverage \$50.00 (January 4, 2023 – June 30, 2023)

ANNUAL RENEWAL AND FEES

- July 1, 2023 - June 30, 2024
- RESERVE “Class B” Intoxicating Liquor \$500.00
- Class “B” Fermented Malt Beverage \$100.00
- Publication Fee \$30.00

LICENSE COMMITTEE MEETING – DECEMBER 13, 2022

The three applicants were given an opportunity to present their submission and answer questions of the Committee.

Erin and Mitch Patterson discussed their purchase of property located at 201 S. Main Street (former Humphrey Floral). Their plan is to open an entertainment venue centered around Virtual Golf while engaging night life, special events, family-teen friendly and retail activity. They do not intend to be open past 10 pm and will offer a light menu including a soda bar for youth. They intend to open their business in the spring of 2023. As this is a proposed business, no license is currently held.

Gregg Day, Mark Leach and Kyle Scheffler presented the submission from Mr. Brews Taphouse, 201 N Main Street. Mr. Brews was originally opened in 2016 under different management. In 2019, the management changed hands and remained open. They are currently open 7 days a week and may increase hours with the addition of a liquor license. Mr. Brews provides a full menu with rotating beverages. They stated, at times, customers will not return or choose to not stay once they learn only beer and wine is available. This business currently holds a Class “B” Fermented Malt Beverage License and a “Class C” Wine License.

Penny Strom and Jill Kessenich spoke on behalf of the Rock River Heritage d/b/a Fort Atkinson Club Community Center, 211 S Water Street E. The club has a membership that supports the mission of the organization. They are open for private and public events. As the Fort Club does not hold a current license, they are able to apply for Temporary Licenses (to sell beer and/or wine via a cash bar) but are limited to the number of times they can apply in a 12 month period.

Special events (wedding, parties) are able to provide and serve their own alcohol and cannot operate a cash bar. Fort Club would also be applying for a Class “B” Fermented Malt Beverage License to sell liquor, wine and beer.

RECOMMENDATION

At the December 13, 2022 License Committee meeting, the Committee recommended the City Council approve the Reserve “Class B” Intoxicating Liquor License for Mr. Brews Taphouse VIII, LLC d/b/a Mr. Brews Taphouse for the licensing period of January 3, 2023 through June 30, 2023. The motion had carried with a vote of 2-1, Cm. Johnson opposed.

ATTACHMENTS

November 1, 2022 Reserve Class B Liquor License Letter; Notice of Reserve License Available published in the newspaper on November 4, 2022; Applications from PaddyShack LLC d/b/a PaddyShack Golf and Gaming Lounge; Letters of Support for PaddyShack from Thomas and Coral Becker, Business & Tax Systems, Tricor Insurance and Warm Belly Farm; Mr Brews Taphouse VIII, LLC d/b/a Mr Brews Taphouse; Rock River Heritage, Inc d/b/a The Fort Atkinson Club Community Center; Reserve Class B License Questionnaire Summary



November 1, 2022

Re: RESERVE Alcohol License – “Class B” Intoxicating Liquor and Class “B” Fermented Malt Beverage License (for on-site consumption of alcohol)

The number of Reserve “Class B” Intoxicating Liquor licenses available to a municipality was determined by the Department of Administration in 1997. An increase in the quota of licenses available is determined by the increase in population of 500 persons. Since 1997, population increases have allowed two additional licenses to be issued as Reserve licenses. Following the 2022 preliminary population estimate, it is confirmed the City of Fort Atkinson has an additional Reserve License that can be applied for and issued.

You are receiving this letter as you have expressed interest in a “Class B” Intoxicating Liquor license for your business/location. Included is information necessary to apply for the Reserve license. Note that multiple parties have expressed interest in a “Class B” License and that the City will have a competitive process with the goal of issuing a license for the highest and best use.

REQUIRED APPLICATIONS

1. AT-106 – Original Alcohol Beverage License Retail Application
2. AT-103 – Auxiliary Questionnaire
3. AT-104 – Schedule for Appointment of Agent by Corporation or Limited Liability Company

Electronic Fillable Applications: <https://www.revenue.wi.gov/Pages/Form/alcohol-Home.aspx>

ADDITIONAL REQUIRED DOCUMENTS

1. Federal Identification Number (documentation required confirming the number)
2. Wisconsin Seller’s Permit Number (documentation required confirming the number)
3. City of Fort Atkinson Reserve License Questionnaire (attached)

APPLICATION DEADLINE

Thursday, November 17, 2022 5:00 pm (on or before)

Incomplete, illegible applications will **not be accepted.*

Tentative - LICENSE COMMITTEE APPLICATION REVIEW AND RECOMMENDATION

Tuesday, December 13, 2022 (Time to be determined by number of applications)

Tentative - CITY COUNCIL APPLICATION REVIEW AND LICENSE APPROVAL

Tuesday December 20, 2022 or Tuesday January 3, 2023 7:00 pm

Municipal Building Council Chambers, 101 N. Main Street

Continued

Tentative - DATE OF ISSUANCE UPON COUNCIL APPROVAL

Wednesday December 21, 2022 or Wednesday January 4, 2023

FEES DUE AT TIME OF LICENSE ISSUANCE

1. RESERVE License (one-time fee) \$10,000
2. "Class B" Intoxicating Liquor \$250.00 (January 4, 2023 – June 30, 2023)
3. Class "B" Fermented Malt Beverage \$50.00 (January 4, 2023 – June 30, 2023)

ANNUAL RENEWAL AND FEES

1. July 1, 2023 - June 30, 2024
2. RESERVE "Class B" Intoxicating Liquor \$500.00
3. Class "B" Fermented Malt Beverage \$100.00
4. Publication Fee \$30.00

Please feel free to contact me with any questions regarding the application process. Once all interested parties have submitted required documentation, the meeting schedule will be confirmed and provided.

Respectfully,

A handwritten signature in cursive script, appearing to read "m. ebbert".

Michelle Ebbert
City Clerk/Treasurer/Finance Director
City of Fort Atkinson
920-397-9901 ext. 3200

NOTICE

The City of Fort Atkinson has a RESERVE "Class B" Intoxicating Liquor License available and is taking applications until Thursday November 17, 2022 at 5:00 pm. Required applications include an Original Alcohol Beverage License Application, Auxiliary Questionnaire, Schedule for Appointment of Agent, Reserve License Questionnaire and documentation confirming Federal Identification Number and Wisconsin Seller's Permit Number. Additional information is available through the City Clerk/Treasurer/Finance Director, Michelle Ebbert, mebbert@fortatkinsonwi.gov, 920-397-9901.

CLERK/TREASURER/FINANCE DIRECTOR
Michelle Ebbert | mebbert@fortatkinsonwi.gov



CITY OF FORT ATKINSON RESERVE LIQUOR LICENSE QUESTIONNAIRE

The City of Fort Atkinson City Council makes the final determination of the recipient of Reserve "Class B" Intoxicating Liquor Licenses. The License Committee, made up of three City Council members, will make a recommendation to the City Council based on the answers to the questions below. The goal of the License Committee and City Council in choosing the recipient of a Reserve "Class B" license is to encourage private investment and garner the greatest economic impact for the City.

Please provide as much detail as possible to each of the criteria and comment if an item does not pertain to your business. You are welcome to attach additional sheets or documentation.

Name (individual / partners / corporations / limited liability companies):

PaddyShack LLC

Trade Name d/b/a:

PaddyShack Golf and Gaming Lounge

Address / Location where license will be used:

201 S. main Street

Below or on an additional page, please quantify the anticipated economic impact of your business to the City of Fort Atkinson. Include your business plan, proposal and why your application should be recommended for approval. Attachments are acceptable.

please see attached documentation

RECEIVED

NOV 2 X 2022

CITY OF FORT ATKINSON
CLERK / TREASURER

If this is an existing business in the City of Fort Atkinson, please continue to **Part A**.
If this is a new/proposed business in the City of Fort Atkinson, please continue to **Part B**.
Please insert or circle response.

PART A: EXISTING BUSINESS

Date business opened: _____

Hours of operation:

--

Current number of full-time staff: _____

Current number of part-time staff: _____

Do you anticipate hiring additional staff should you be issued license: YES NO

If yes, how many and full-time or part-time: _____

If you serve food, please attach a menu to your submission.

Number of Interior Seating: _____ Number of Exterior Seating: _____

Square footage of interior: _____

Parking Availability: ON-SITE/PRIVATE PUBLIC STREET / PUBLIC LOT

Number of parking stalls available: _____

Do you own or lease the property: OWN LEASE

If you lease, please provide a copy of the lease agreement.

Describe where alcohol will be stored, served and consumed:

PART B: NEW / ANTICIPATED BUSINESS

Anticipated opening date: 3/20/23

Anticipated hours of operation:

10 Am to 10pm Monday - Sunday

Estimated number of full-time staff: 2-3

Estimated number of part-time staff: 10-15

Do you anticipate serving food? ☒ YES ☐ NO

If yes, please provide details on menu options or attach a draft menu:

Simple Retail Food Establishment License
- panini sandwiches
- pre-packaged foods
- ice cream, candy, local goods
(use of Paddy Caughlin's licensed kitchen for preparation)

Number of Interior Seating: 100 Number of Exterior Seating: unknown at this time

Square footage of interior: 4000

Parking Availability: ☐ ON-SITE/PRIVATE

☒ PUBLIC STREET / PUBLIC LOT

Number of parking stalls available: 30

Do you own or lease the property: ☒ OWN ☐ LEASE

If you lease, please provide a copy of the lease agreement.

Describe where alcohol will be stored, served and consumed:

Served: main floor
Consumed: main floor
Stored: main floor and basement

ERIN PATTERSON

1505 Stacy Lane | 920-723-5223 | erinpaddys@gmail.com

11/1/2022

Michelle Ebbert
City Clerk/Treasurer/Finance Director
City of Fort Atkinson
101 North Main Street
Fort Atkinson, WI 53538

Dear Michelle Ebbert:

We are incredibly grateful for the opportunity to apply for the Reserve "Class B" Intoxicating Liquor license available to our municipality.

As current business owners, we have had the privilege to establish strong relationships within our community and serve as active participants in our city's economic growth for over a decade. Our commitment to this community is unwavering and we are constantly seeking new opportunities to enhance the city of Fort Atkinson.

We had watched 201 South Main Street linger on the commercial market. This building is a landmark in our downtown and it deserved to maintain an important and bright presence in our community. This inspired my husband and I to begin the process of purchasing Humphrey Floral. When we were unsuccessful in securing a florist in the space, we dove into market research to determine what needs in the community were underserved. Reoccurring themes of family-oriented entertainment and year-round activity options were echoed in the feedback of our community. With this feedback and family input, paired with our industry experience, PaddyShack was born.

PaddyShack will bring a new element of entertainment to our downtown and generate new tourism to our community. With nothing like it in our immediate area, we will attract and serve those in our own city and surrounding communities, and the positive impact of increased traffic will be felt in all of our local businesses. Market research indicates most are traveling

30-40 minutes to engage in virtual entertainment, suggesting that our reach would be extensive and bring new opportunity for others to "experience Fort Atkinson".

Additionally, offering a space that combines entertainment opportunities for all ages and various interest will offer social enhancements to our community. Our local teen population will have the opportunity to gather in a supervised space. Families will have the opportunity to partake in a day of togetherness under one roof. Student athletes will have an establishment where they can practice and play, regardless of Wisconsin weather. A date night that isn't just dinner and drinks will exist year-round. Those who want to engage in social activity and not just go to "a bar" will have a new outlet. PaddyShack will bring so much more to our community.

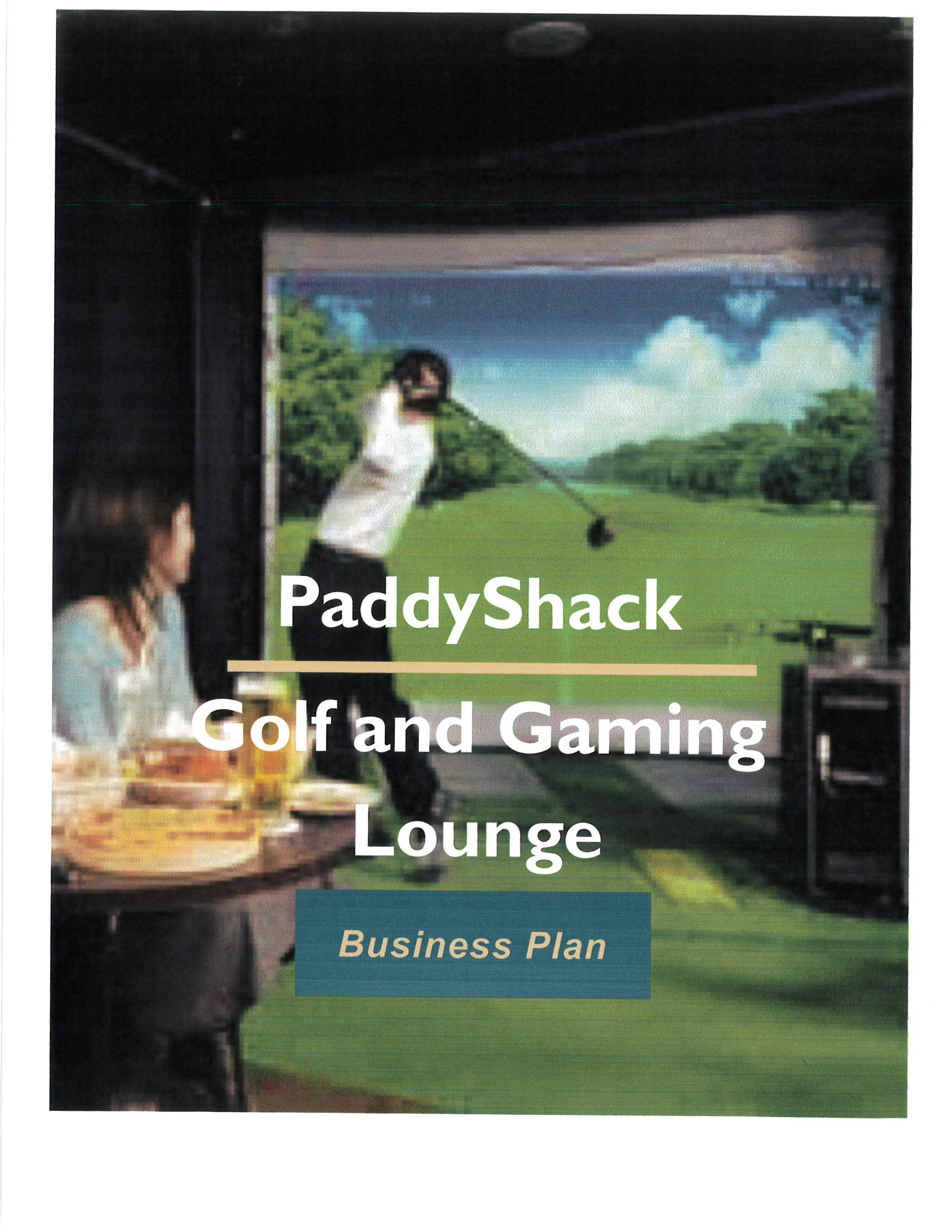
The costs of doing "more" are steep. We recognize that our investment in this business and the associated renovations and equipment will set us back financially. Creating this space requires consideration of all the elements and what it will take for this business to not only survive in the current market, but thrive. We know firsthand the risks, the benefits, and the commitments that are involved in opening brick and mortar establishments. A "Class B" Intoxicating Liquor License will elevate our business and its offerings, as well as allow for increased revenue to continue to invest in our business, our staff, and our community.

We are excited to embark on a new adventure in 2023 with PaddyShack Golf and Gaming Lounge and truly thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erin Patterson', with a long, flowing horizontal line extending to the right.

Erin Patterson



PaddyShack

Golf and Gaming Lounge

Business Plan

Date of this notice: 04-20-2022

Employer Identification Number:
88-1873045

Form: SS-4

Number of this notice: CP 575 A

PADDYSHACK LLC
PADDYSHACK
% ERIN PATTERSON SOLE MBR
1505 STACY LN
FORT ATKINSON, WI 53538

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1873045. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2023
Form 940	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is PADD. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 04-20-2022
EMPLOYER IDENTIFICATION NUMBER: 88-1873045
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||||

PADDYSHACK LLC
PADDYSHACK
% ERIN PATTERSON SOLE MBR
1505 STACY LN
FORT ATKINSON, WI 53538



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

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

Article 1. **Name of the limited liability company:**

Paddyshack LLC

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

Article 3. **Name of the initial registered agent:**

Erin Rae Patterson

Article 4. **Street address of the initial registered office:**

201 S Main St
Fort Atkinson, WI 53538-2227
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

Erin R Patterson
1505 Stacy Ln
Fort Atkinson, WI 53538-2841
United States of America

Other Information. **This document was drafted by:**

Erin Patterson

Organizer Signature:

Erin R Patterson

Delayed effective date

5/1/2022 12:00:00 AM

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

--

Filing Fee: \$130.00

Total Fee: \$130.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

DELAYED EFFECTIVE DATE	
5/1/2022	

FILED 3/10/2022	Entity ID Number P084212
---------------------------	-----------------------------

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: _____
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } Fort Atkinson
☐ Village of }
☒ City of }

County of Jefferson Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Paddy Shack LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Patterson</u>	<u>Enn</u>	<u>R</u>	<u>1505 Stacy Lane 53538</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Paddy Shack Golf and Gaming Lounge Business Phone Number _____
2. Address of Premises 201 S. main Post Office & Zip Code 53538

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

single story use for lounge with storage in basement and main floor. service on main floor. upper level use for private rental (no storage/service)


4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Humphrey Enterprises
(wine/liquor sales off premise)

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 5/1/22 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain.
Didley's LLC DBA Paddy Coughlins
14 Sherman LLC DBA 10-62 Saloon
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Patterson Enn R</u>	Title/Member <u>member/owner</u>	Date <u>11/1/2022</u>
Signature 	Phone Number	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Patterson		Enn		Rae	
Home Address (street/route)		Post Office	City	State	Zip Code
1505 Stacy Ln			Fort Atkinson	WI	53538
Home Phone Number		Age	Date of Birth	Place of Birth	
920 723 5223		40	12/19/81	Janesville	

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

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ manager of Paddy's Shack LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 40 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

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

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No

If yes, identify. Dick's LLC DBA Paddy's Pub 14 Sherman LLC DBA 10-62 saloon
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No

If yes, identify.

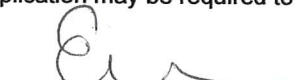
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
manage family south's	Big Sky Dr Suite 101	2010	2012
Employer's Name	Employer's Address	Employed From	To
School District of FA	205 Park Street	2006	2011

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


(Signature of Named Individual)

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

Submit to municipal clerk.

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

To the governing body of: ☐ Town ☐ Village ☒ City of Fort Atkinson County of Jefferson

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

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Paddyshack Golf and Gaming Lounge
(Trade Name)

located at 201 S. main Street

appoints Enn Patterson
(Name of Appointed Agent)

1505 Stacy Lane
(Home Address of Appointed Agent)

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

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Dialays LLC DBA Paddy Coughlins 14 Sherman LLC DBA 1062 Sateen

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 40 years

Place of residence last year 1505 Stacy Lane

For: Paddyshack LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Enn Patterson
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

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

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

Enn Patterson 11/1/22 Agent's age 40
(Signature of Agent) (Date)
1505 Stacy Lane Fort Atkinson Date of birth 12/19/81
(Home Address of Agent)

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

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

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

INTRODUCTION

Building upon the reputation and success of 14 E Sherman LLC established businesses 10-62 Saloon and Paddy Coughlin's Pub, 14 Sherman LLC is proposing an expansion of their bar and restaurant business into an untapped entertainment market in Fort Atkinson.

PaddyShack Golf and Gaming Lounge will offer a unique entertainment venue to the downtown Fort Atkinson Area. While the concept is centered around virtual golf, the business model also engages night life, special events, family-teen friendly, and retail activity.

The business will require outside financial investment and the purpose of this document is to demonstrate the viability of the business and a return on investment. This document will review the proposed plan, expected financial commitment, and the projected success of this business venture.

1. COMPANY OVERVIEW

- **Opportunity:** The business model of PaddyShack delivers a unique opportunity for all-season entertainment. This opportunity capitalizes on the extensive golf community in Fort Atkinson, the affinity for night life, and the unaddressed need for indoor entertainment and year-round event hosting.
- **Service overview:** Virtual golf, gaming, beer and wine service, soda fountain and arcade, simple restaurant food license, retail, party rental, liquor sales, and event hosting.
- **Key participants:** Bullseye Entertainment will supply the gaming and sound system. A simulator company will be selected based on service and performance. Current beer and wine vendors can be utilized, with the option of full liquor store service on premise. Local print store can be used for merchandise production.
- **Markets and services:** Multiple target markets, including 21 years of age or older for lounge and gaming and all ages for simulators, soda fountain, arcade and retail. The business model is family friendly, which is a missing market in Fort Atkinson
- **Operational structure:** The business model would require 2-3 staff members in a given day, with anticipated operational hours of 10:00 AM-10:00PM Weekdays and Weekends (Monday-Sunday).
- **Financial goals:** Funding of \$300,000 and \$250,000 through bank loan for a total of a \$550,000 investment to include business purchase, simulator purchase and renovation.

2. MARKET ANALYSIS

- **Industry type:** PaddyShack blends the sports market with the entertainment market, as well as offshoot markets of liquor sales, private party rental, event hosting, and school/community affiliations.
- **Market segmentation:** The market of virtual golf is growing in larger regions of the state. Consumers are seeking entertainment options that are interactive and social, but not restricted by weather or season. The location is surrounded by 4 golf courses within 15 minutes and is in a community with an active golf program from 4k-senior.
- **Competition:** There are no virtual golf options within the county, with the closest option in Janesville. PaddyShack has the advantage of established community rapport, direct involvement in the golf community, and extensive knowledge in the bar and food industry.

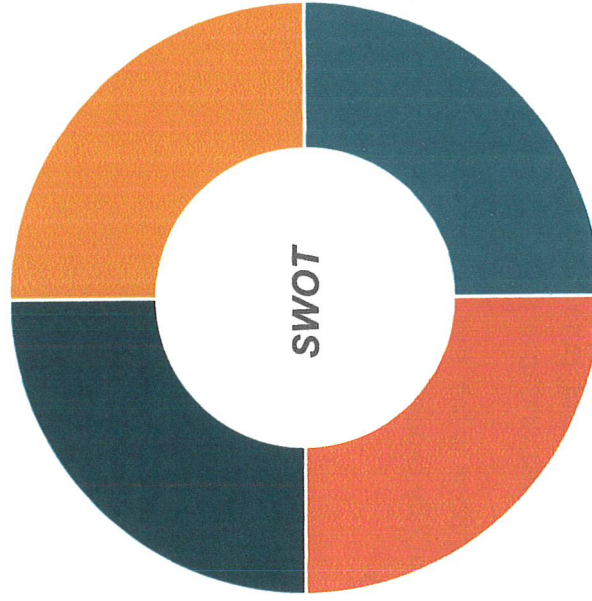
- **SWOT analysis:**

STRENGTHS

- Community Rapport
- Downtown Location
- Wisconsin night life
- Gaming income
- Solid Staffing connections
- Easily accessible

OPPORTUNITIES

- Expansion to other sports
- Rental opportunities
- Adding Pro shop and lessons
- Expanding local tourism and traffic



WEAKNESSES

- Initial investment
- Time management with startup
- Limited to 4,000 square feet
- Liquor License Availability

THREATS

- Economic stability
- Technology issues

3. OPERATING PLAN

- **Order fulfillment:** Operate as a brick and mortar service with in-person services.
- **Payment:** Payment via credit card, cash, or local check
- **Technology:** Technology is critical to the business. We will seek a simulator that offers a service plan. Bullseye Entertainment does all repairs and maintenance. Further exploration is needed to consider power outages and implications of internet loss. A simple POS will be utilized. Online booking will be offered, as well as walk in appointments.
- **Key customers:** The simulator is the draw to the business but the bulk of the income will be through the gaming and beverage service.
- **Key employees and organization:** Our goal is to have a 14 Sherman Manager who will oversee operations in regard to day to day, scheduling, event planning and inventory.

4. MARKETING AND SALES PLAN

- **Marketing activities:**
 - Minimal use of newspaper, magazine, television and radio
 - Heavy social media promotion
 - Collaboration with local courses
 - Collaboration with local schools and clubs
 - Offer discounted yearly memberships/rates
 - Rate variations from prime to low projected services
- **Sales strategy:** Our goal is to partner with local courses to offer membership, capitalize on downtown activity, and heavily hit the social media outlets.

5. FINANCIAL PLAN

The Financial Plan is based upon low projections of service to ensure we have the working capital needed to function day to day. Anticipated income is higher, however, this demonstrates a low-risk approach to financial projections.

*Start up costs are based on projected cost of two simulators, though business may begin with just one. This cost would be structured into a loan.

*Mortgage is based on \$300,000 purchase price with no money down and factors in \$12,000 in taxes

*Booking based on only 5 per day; a low estimate

*Alcohol sales based on slowest day at 10-62 Saloon

*Rent income based on apartment rental only

*Gaming income based on slowest sales day of 10-62 Saloon

*Inventory based on high purchase

The above figures are projected to show the lost predicted sales, lowest predicted rental income, and highest goods costs in order to demonstrate a worst-case scenario month. More accurate predictions would suggest at least double to triple the income.

Other income would include rental of upstairs space and rental of atrium with potential income of additional \$750

START-UP COSTS					January 2023
PaddyShack					
COST ITEMS	MONTHS	COST/ MONTH	ONE-TIME COST	TOTAL COST	
Advertising/Marketing	12	\$300	0	3,6000	
Employee Salaries*	12	4000		48000	
Employee Payroll Taxes and Benefits	12	500		\$7000	
Rent/Lease Payments/Utilities	12	2800		\$33600	
Taxes	12	1200	\$25	\$12000	
Communication/Telephone	12	\$70		\$840	
Computer Equipment	12	\$0	80000	80000	
Computer Software	12	\$0	\$300	\$300	
Insurance	12	560		\$6720	
Interest Expense	12	\$0	\$0	\$0	
Bank Service Charges	12	\$0	\$0	\$0	
Supplies	12	\$0	\$0	\$0	
Travel & Entertainment	12	\$0	\$0	\$0	
Equipment: POS	12	\$100		\$1200	
Furniture & Fixtures	12	\$0	2000	\$2000	

Leasehold Improvements	12	\$0	\$0	\$0
Security Deposit(s)	12	\$0	\$0	\$0
Business Licenses/Permits/Fees	12	\$0	\$1000	\$1000
Professional Services - Legal, Accounting	12	\$0	\$1,500	\$1,500
Consultant(s)	12	\$	\$0	
Inventory	12	\$3000	\$0	36000
Cash-On-Hand (Working Capital)	12	\$0	\$1,000	\$1,000
Miscellaneous	12	\$0	\$2,000	\$2,000
ESTIMATED START-UP BUDGET				269160

*Based on part-time employees. This may change once you hit your growth benchmark.

Projected profit and loss model:

START-UP COSTS													
Your Home-Based Agency													
	January 1, 2018												
REVENUE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Estimated Simulator Bookings	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	36000
Estimated Beer and Wine Sales	\$6500	6500	6500	6500	6500	6500	6500	6500	6500	6500	6500	6500	78000
Estimated Gaming Income	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	24000
Rental Income	1000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	12000
Net Sales	12000	12000	12000	12000	12000	12000	12000	11000	12000	12000	12000	12000	150,000
Cost of Goods Sold*													
Gross Profit													
EXPENSES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Salaries & Wages													55000
Marketing/Advertising													3600
Inventory													36000
Rent													33600
Utilities													
Website Expenses													
Internet/Phone													3600
Insurance													6000
Travel													
Legal/Accounting													\$2,400
Office Supplies													1500

Interest Expense	
Total Expenses	141700
Income Before Taxes	
Income Tax Expense	
NET INCOME	

*In the service industry, Cost of Goods Sold is the monetized value of the time spent on the client.

12/17/2022

Members of the City Council

101 N. Main St.

Fort Atkinson, WI 53538

RECEIVED

DEC 20 2022

CITY OF FORT ATKINSON
CITY MANAGER

Dear Members of the City Council:

We write to express our strong belief that PaddyShack Golf and Gaming Lounge should be awarded the available liquor license as they will be a valuable addition to our city's tourism. While the other entities which have applied are deserving, they really won't add to the downtown revitalization or increased foot traffic. Most importantly, PaddyShack will bring more to this city and more visitors to Fort Atkinson. PaddyShack's concept is unique! As part owners of two hotels in Fort Atkinson, we believe strongly that awarding the liquor license to PaddyShack is a great way to assist us with generating additional room tax for the city.

Thank you,

Thomas R. Becker
Coral K. Becker

Thomas R. and Coral K. Becker

Subway Restaurants

Holiday Inn Express

Country Inn & Suites



*Accounting and Tax Keeping Systems
for the Independent Business.*

RECEIVED

DEC 21 2022

CITY OF FORT ATKINSON
CITY MANAGER

December 18, 2022

Members of the City Council
101 N Main Street
Fort Atkinson, WI 53538

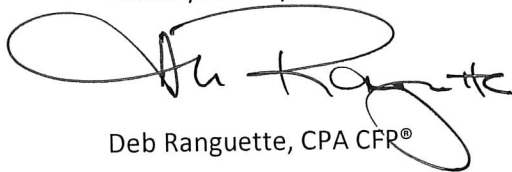
Dear Members of the City Council,

The intent of this letter is to highlight the valuable impact PaddyShack and Gaming Lounge will have on our Business and Family and the positive economic impact on the City of Fort Atkinson.

We believe the PaddyShack and Gaming Lounge will benefit our business since Erin and Mitch choose to do business locally they are clients of ours. There are plenty of small businesses in town that do not do their business in Fort Atkinson. PaddyShack will also benefit our family and lots of local families by providing a place to gather and improve all aspects of your golf game.

Additionally PaddyShack Golf and Gaming Lounge will create jobs and bring some more life to the downtown Fort Atkinson area. This will add just another spot for people to walk in our quaint town to enjoy. Erin and Mitch have done a tremendous job and promoting Fort Atkinson with their other businesses they own and operate. They are not just a corporate entity coming in to make a buck. They give back!

Thank you for your consideration.



Deb Ranguette, CPA CFP®

DEB RANGUETTE, CPA • TAMMY GARLOCK, CPA • TAYLOR SMITHYMAN, CFP® CPA • STEVE JAHNKE, CPA

☎ 920-563-8089

🖨 920-563-3911

📍 37 Milwaukee Ave. E
Fort Atkinson, WI 53538

www.btscpa.com



RECEIVED

DEC 20 2022

CITY OF FORT ATKINSON
CITY MANAGER

December 19, 2022

Members of the Fort Atkinson City Council
101 North Main Street
Fort Atkinson, WI 53538

RE: Paddy Shack Golf and Gaming Lounge

Dear Members:

This letter is to encourage you to approve the "Class B" for Paddy Shack.

I could write a 3 to 4 page letter to support this request but all you need to do is to look at what they have already done. Erin and Mitch have hit a grand slam home run on all of businesses they have started. It is really amazing the number of people they serve weekly and the amount of foot traffic they bring to other Fort Atkinson businesses.

Why mess with success? Please consider Paddy's as the clear cut choice. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Dean A. Brown".

Dean Brown

12/18/2022

Members of the City Council

101 N. Main Street

Fort Atkinson, WI 53538

Dear Members of the City Council:

The intent of this letter is to highlight the valuable impact PaddyShack Golf and Gaming Lounge will have on Warm Belly Farm and the positive economic impact on the city of Fort Atkinson.

We believe this PaddyShack Golf and Gaming Lounge will benefit our farm by selling our farm grown apples and strawberries and offering picking packages as prizes.

Additionally, PaddyShack will create jobs in downtown Fort as well as create a unique space that will attract visitors from all over.

Lastly, let me add that working with Erin is a great pleasure. She cares more about the Fort business community than anyone else I've met. Most of the collaboration between businesses that happens in Fort is because of her. It would be a mistake to not give PaddyShack this license.

Thank you for your consideration,

Francis Wisniewski

Owner, Warm Belly Farm

Fort Atkinson

CLERK/TREASURER/FINANCE DIRECTOR
Michelle Ebbert | mebbert@fortatkinsonwi.gov



CITY OF FORT ATKINSON RESERVE LIQUOR LICENSE

QUESTIONNAIRE

The City of Fort Atkinson City Council makes the final determination of the recipient of Reserve "Class B" Intoxicating Liquor Licenses. The License Committee, made up of three City Council members, will make a recommendation to the City Council based on the answers to the questions below. The goal of the License Committee and City Council in choosing the recipient of a Reserve "Class B" license is to encourage private investment and garner the greatest economic impact for the City.

Please provide as much detail as possible to each of the criteria and comment if an item does not pertain to your business. You are welcome to attach additional sheets or documentation.

Name (individual / partners / corporations / limited liability companies):

Mr Brews Taphouse VIII, LLC

Trade Name d/b/a:

Mr Brews Taphouse

Address / Location where license will be used:

201 N Main Street Suite 220 Fort Atkinson WI 53538

Below or on an additional page, please quantify the anticipated economic impact of your business to the City of Fort Atkinson. Include your business plan, proposal and why your application should be recommended for approval. Attachments are acceptable.

We anticipate a 15% - 20% sales impact

See additional attachments:

Sales brochure- Highlights the leadership team and the level of support the restaurant will receive.

Latest restaurant opening- Recent sales success with full liquor license in Venice Florida

We understand it is better to give that receive- Mr Brews participation in Folds Of Honor

Solid leadership- Kyle Scheffler our G.M. has been in place in 2018.

Thriving growing business- Sales from 2019-October of 2022

RECEIVED

NOV 16 2022

CITY OF FORT ATKINSON
CLERK / TREASURER

If this is an existing business in the City of Fort Atkinson, please continue to **Part A**. If this is a new/proposed business in the City of Fort Atkinson, please continue to **Part B**. Please insert or circle response.

PART A: EXISTING BUSINESS

Date business opened: _____ November 2016 _____

Hours of operation:

Sunday - Thursday 11am - 9pm, Fri - Sat 11am - 10pm

Current number of full-time staff: _____10_____

Current number of part-time staff: _____10_____

Do you anticipate hiring additional staff should you be issued license: YES NO If yes, how many and full-time or part-time: _____3-4 Full time or 4-7 Part time potentially_____ If you serve food, please attach a menu to your submission.

Number of Interior Seating: _____85_____ Number of Exterior Seating:
 _____30_____ Square footage of interior: _____3,200 SQ FT_____

Parking Availability: ON-SITE/PRIVATE PUBLIC STREET / PUBLIC LOT Number of

parking stalls available: _____ On Site _____

Do you own or lease the property: Leased

If you lease, please provide a copy of the lease agreement.

Describe where alcohol will be stored, served and consumed:

Alcohol will be stored behind bar and in back office locked space.
Alcohol will be consumed in dining room area and in fenced in exterior patio tables.

PART B: NEW / ANTICIPATED BUSINESS

Anticipated opening date: _____

Anticipated hours of operation:

--

Estimated number of full-time staff: _____

Estimated number of part-time staff: _____

Do you anticipate serving food? YES NO

If yes, please provide details on menu options or attach a draft menu:

Number of Interior Seating: _____ Number of Exterior Seating:

_____ Square footage of interior: _____


Parking Availability: ON-SITE/PRIVATE PUBLIC STREET / PUBLIC LOT Number of
parking stalls available: _____

Do you own or lease the property: OWN LEASE

If you lease, please provide a copy of the lease agreement.

Describe where alcohol will be stored, served and consumed:



 Look for Mr Brew to find our signature items made from scratch!

STARTERS

Mr Brews Wings (Regular or Boneless)

Tossed in your choice of BBQ, buffalo (mild or hot) spicy asian, or honey garlic. Served with ranch or bleu cheese. **10.99**

Cheese Curds

White cheddar cheese curds, deep fried and served with ranch. **8.99**

Pub Grub

Fresh cut chips or fries, topped with beer cheese sauce, bacon and green onions. **9.99**



Onion Rings

Beer battered onion rings served with ranch. **8.99**

Sliders

Certified Hereford Beef® sliders served on a potato roll topped with American cheese, sauteed onions and a pickle. **9.99**



Jalapeno Poppers

Jalapeno pepper halves stuffed with cream cheese and coated with a crispy breading. Served with ranch or bleu cheese. **8.99**

Pretzels & Beer Cheese

Bavarian-style pretzel sticks served with a side of our house-made beer cheese sauce. **7.99**

Pub Chili (Seasonal)

Served with sour cream, cheese, jalapenos and crackers. **6.99**

BURGERS

All burgers are cooked to medium well or higher.

All-American

Topped with your choice of cheese and served with lettuce, tomato, onion, and pickles. **9.49**

Peanut Buster

Topped with our spicy peanut butter, pepper jack cheese and bacon. **10.99**

Kentucky Bourbon Classic

Cheddar cheese, grilled onions, two slices of bacon, french-fried onions and Kentucky bourbon mayo. **10.99**

Bacon Mac N Cheese

Topped with bacon macaroni and cheese and a dash of cayenne pepper. **10.49**

Brews-Chetta

Topped with Havarti cheese, tomato bruschetta and basil pesto mayo. Served on a parmesan garlic dusted bun. **9.99**

Mushroom and Swiss

Our rich gravy sauce, mushrooms and Swiss cheese. **9.99**

California Burger

Topped with pepper jack cheese, guacamole and roasted red bell pepper sauce. **10.49**

Jalapeno Popper

Topped with cream cheese spread, sauteed jalapenos, BBQ sauce and french-fried onions. **9.99**

Rajun' Cajun

Pepper jack cheese, grilled onions and our Cajun lime sauce. **9.99**

JALAPENO POPPER



KENTUCKY BOURBON CLASSIC



MAKE IT YOUR OWN

Lettuce, tomato, onion, and pickle available upon request.

Trade in the Burger

Turkey .99
Chicken .99
Black Bean .99
Plant Based 3.99

Add a Signature Sauce

Beer Cheese Sauce 1.59
Red Pepper Mayo .99
Bourbon Mayo .99
Cajun Lime Sauce .99

Choose a Cheese

Add an additional cheese .99

Cheddar
American
Swiss
Pepper Jack

Bleu Cheese
Havarti
Colby Jack
Provolone

Add Something Extra

Fried Egg .99
Extra Patty 2.99
Bacon 1.99
Jalapenos .99
Guacamole .99

** Gluten Free Bun 2.99

FRIES AND CHIPS

Seasonings: Sea salt, Sea salt and cracked black pepper, BBQ, Cajun, Ranch, Cheddar or Parmesan garlic.

Single 2.99 Basket 4.49

Fresh-Cut Fries Sweet Potato Fries Add .99

Shoestring Fries Housemade Chips

SIDES

Mac N Cheese 3.99

Side Salad 3.99

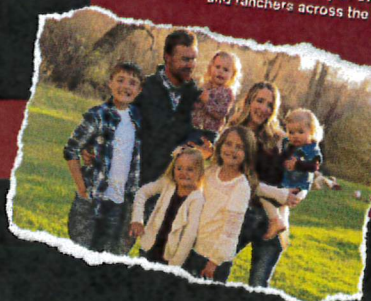
Side Caesar 3.99

Onion Rings 3.99



We proudly serve freshly ground hand-pattied Certified Hereford Beef®!

When you purchase farmer-owned, Certified Hereford Beef®, you're supporting a community of over 9,000 Hereford farmers and ranchers across the United States.



Learn more:
certifiedherefordbeef.com

TAPHOUSE SPECIALTIES

Brews Chicken Sandwich

Fried or grilled chicken breast served on a Brioche bun with lettuce, tomato and a side of mayo. **10.99**

Turkey Burger



Topped with provolone cheese, lettuce, tomato, onion and our signature cranberry aioli. **9.99**

Chicken Tenders

Crispy breaded chicken tenders served with your choice of sauce and our fresh-cut fries or chips. **10.99**

Mr Brews Original Pulled Pork Sandwich

Pulled pork topped with BBQ sauce, power slaw and pickles on the side. **10.99**



MR BREWS ORIGINAL PULLED PORK SANDWICH

SALADS

Add fried or grilled chicken to any salad. **2.99**

Dressings: House-made Ranch Dressing, Honey Mustard, Bleu Cheese, Caesar, Balsamic Vinaigrette, and House-made Creamy Cranberry Dressing.

House Salad

Crisp greens topped with tomato, onion, shredded cheese and croutons. **8.99**

Cranberry Walnut Salad



Crisp greens topped with walnuts, dried cranberries, bleu cheese crumbles and crispy french-fried onions. Served with creamy cranberry dressing. **9.99**



CRANBERRY WALNUT SALAD

Caesar Salad

Chopped romaine lettuce tossed with Parmesan cheese, croutons and Caesar dressing. **8.99**

KIDS MEAL

All served with fries or chips and a fountain soda, milk, or juice. Free fruit snacks are available too!

Mac N Cheese 5.99

Grilled Cheese 5.99

Chicken Tenders 6.99

Burger Sliders

One Slider 5.99

Two Sliders 6.99



GRILLED CHEESE

BEVERAGES

Milk, Chocolate Milk, Apple Juice, and Cranberry Juice 2.49

Rootbeer on Tap

(refills not included) 2.99

Soda 2.99

Pepsi, Diet Pepsi, Tropicana Lemonade, Sierra Mist, Iced Tea, Mtn Dew, Diet Mtn Dew, Doc

BEER



Find Your New Favorite Beer!

Download the Untappd App



Join our Pub Club!



Earn Points:

- 25 points for signing up
- 10 points for every visit
- \$10 coupon on your birthday
- Receive news & offers

Redeem Points:

- \$5 Coupon every 100 pts
- Limit \$25 Coupon per visit

GROWLERS

Take home your favorite beer today!



Whether dining out or preparing food at home, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

Gluten containing ingredients are prepared in our kitchen. We cannot guarantee that any menu item will be prepared completely free of gluten.

Menu items may contain or come into contact with WHEAT, EGGS, PEANUTS, TREE NUTS, and MILK. We cannot guarantee that any item will be completely free from allergens.

Enjoy a 3% discount on cash purchases.

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of }
☐ Village of } Fort Atkinson
☒ City of }

County of Jefferson Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Mr Brews Taphouse VIII, LLC	N9059 Riverview Rd, Birnamwood WI 54414

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Day	Gregg	A	1232 Elm St, Hartford WI 53027

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Day	Steven	J	14049 Black Beauty Dr #722 Punta Gorda FL 339
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Mr Brews Taphouse Business Phone Number 920.542.1319
2. Address of Premises 201 N Main St - Ste 220 Post Office & Zip Code Fort Atkinson, WI 53538
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- Bar, Restrooms, Patio, Dining Room, Records in Office.

Applicant's Wisconsin Seller's Permit Number 456-1029693856-04	
FEIN Number 84-1741113	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input checked="" type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 25
TOTAL FEE	\$

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Day		Gregg		A	
Home Address (street/route)		Post Office		City	State Zip Code
1232 Elm Street				Hartford	WI 53027
Home Phone Number		Age	Date of Birth		Place of Birth
608.338.5499		51	10/18/1970		Milwaukee

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

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ **Manager** of Mr Brews Taphouse VIII, LLC

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 50 years

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

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

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Mr Brews Taphouse VII, LLC

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Mr Brews Taphouse	N9059 Riverview Rd, Birnamw	05/01/2012	04/04/2022
Employer's Name	Employer's Address	Employed From	To
WHG	2120 Pewaukee Rd, Waukesha,	01/01/1994	05/01/2012

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

(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Day		Steven		J	
Home Address (street/route)		Post Office		City	
14049 Black Beauty Dr		Unit 722		Punta Gorda	
Home Phone Number		Age		Date of Birth	
715.370.0929		57		07/06/1964	
				Place of Birth	
				Wisconsin	

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

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ **Member** of Mr Brews Taphouse VIII, LLC

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 53 years

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

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

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Mr Brews Taphouse VII, LLC

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Mr Brews Taphouse	N9059 Riverview Rd Birnamwo	01/01/2013	04/04/2022
Employer's Name	Employer's Address	Employed From	To
Abbyland	Abbotsford, WI	05/01/2011	12/31/2012

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


(Signature of Named Individual)



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

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L2033623440

STEVEN DAY
MR BREWS TAPHOUSE VIII LLC
PO BOX 557
MENOMONEE FALLS WI 53052-0557

Wisconsin Department of Revenue Seller's Permit

Legal/real name: MR BREWS TAPHOUSE VIII LLC
Business name: MR BREWS TAPHOUSE VIII, LLC
201 S MAIN ST
SUITE 220
FORT ATKINSON WI 53538-2227

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

Tax Type

Sales & Use Tax

Account Type

Seller's Permit

Account Number

456-1029693856-04



General Company Description

Mission Statement:

To be the best at everything we do.

To celebrate individuality, be kind to each other and treat each other like family.

To deliver a guest experience that keeps them coming back again and again.

Company Goals and Objectives:

Mr Brews Taphouse aims to deliver the beer you are craving, or the spirit of choice with an award-winning signature menu surrounded by friends and family.

What that means to the customer:

The beer you are craving - Defines who we are as a brand. We have a variety of craft beers to choose from that change all the time. It's important to our business and the Guest that we understand craft beer trends, what people are looking for, the season, the breweries, our beer vendor partners, limited release items and more. We do this to get the perfect balance of choices on tap for our Guest at all times. Our mission does not stop there. The next steps to delivering "the Beer our Guest is craving" is up to our crew members. It's important that they are knowledgeable about the craft beer we offer, understand the level of service necessary and guide the Guest to answer the questions; what brought you in today and what is the perfect beer to match that occasion? The ability to add spirits for the guest now will enhance the options in the case a guest may not want a craft beer.

An award-winning and signature menu - defines the quality of food and beverage our brand is dedicated to deliver to our Guest. We continuously strive to offer signature items prepared perfectly that our Guests cannot find anywhere else. We are committed to always providing a menu that separates us from the competition and keeps our Guests coming back again and again!

Surrounded by friends and family - defines who we are. Friends and Family care about one another, relax and have fun together. Mr Brews friends and family include our crew, Guests, vendor partners, neighbors, and community.

Mr. Brews Core Values:

The Reaching our Goals

Friends and Family

The Brew "Crew"

Laughter and Fun

Mr. Brews Business Philosophy:

Have a profitable business

Creating a place that has quality food, variety of beers

Building relationships in our community

Create environment for people to grow

Products and Services

The menu includes our signature, high-quality hamburgers served on bakery fresh buns, and local craft beer selections. The hamburgers are made from freshly ground, hand-pattied Certified Hereford Beef, and served on a fresh brioche bun. Some items featured in our menu include:

All-American Cheese Burger

Smile and say "Cheese please!" Pick your favorite cheese. American, Bleu Cheese, Havarti, Pepper Jack, Provolone, Colby Jack, Cheddar, Habanero Jack or Swiss.

Bacon Mac n' Cheese Burger

Our signature all beef patty topped with your childhood favorite, Mac n' Cheese. Finished off with bacon and a dash of cayenne pepper.

Brews-chetta Burger

Our fresh patty served on a Parmesan garlic dusted bun with Havarti cheese and tomato bruschetta and topped with basil pesto mayo.

Mr Brews Peanut Buster

You've never had a burger like this before! Peanut buttery deliciousness comes from our special peanut butter, bacon and Habanero Jack cheese. It won't stick to the roof of your mouth, but it'll make you say, Mmmm!

Impossible Burger

A healthy, vegetarian plant based patty grilled and served on our brioche bun, lettuce and tomato.

Black Bean Burger

Our grilled veggie option served with lettuce, tomato and onion.

Craft Beers: Mr Brews offers high-quality food and local craft beer in distinctive, family-friendly atmosphere. The customer does not have to choose between going to a family-friendly burger restaurant, and a not-so-friendly bar or pub for craft beer.

Spirits: If approved, Mr Brews would serve spirits that would give the guest another avenue of beverage besides our Craft Beer options.

Service Strategy:

The service strategy of Mr Brews is to provide the freshest and best quality foods and craft beers while exceeding industry standards. Customer service is the central part of Mr Brews Taphouse operations. Mr Brews number one goal is customer satisfaction by providing friendly customer service, quality foods and craft beers and spirits that exceed industry standards, and a family-friendly relaxing atmosphere. To accomplish this, periodic customer surveys will be conducted at least once per quarter, along with implementation of relevant suggestions from said surveys. Also, all staff will receive extensive training per Mr Brews Taphouse requirements, which exceed industry standards including food and safety, alcoholic beverage rules and regulations, Covid-19 training, and customer service.

Marketing Plan

Features and Benefits

Mr. Brews offers high quality, fresh foods from local suppliers, and local craft beers, most of which are from Wisconsin, thus supporting our local communities.

For each product or service:

- Important Features:
 - Burgers: Proprietary blend of Hereford beef, bakery fresh buns.
 - Fresh-cut fries and spiral cut chips: Fries are made from fresh potatoes, not frozen
 - Made from scratch ingredients: All sauces and dressings are made from scratch
 - Atmosphere and location: The location is in close proximity to many local businesses where professionals have few options for lunch and happy hour. Easy access from the highway for traveling patrons.
- Benefits:
 - Fresh, quality food where you can taste the difference
 - Local ingredients and beer suppliers support the local community
 - Friendly atmosphere is a great local spot for families and professionals alike

Promotion

Mr. Brews Taphouse has a variety of marketing tools which sets us apart from the competition, including:

The Pub Club – a loyalty club which provides customers with points towards free food, beer or memorabilia. It is a big driver in sales and traffic, as it gives incentives for customers to continue coming back to Mr. Brews. Also, when customers sign up for this program, they receive regular news promotions for Mr. Brews.

SpotHopper website – The official Mr. Brews website

Events Calendar/Vendor Partners – Events such as Carry Out Tuesday, Flight Wednesday, Trivia Night, gives customers exciting incentives to visit Mr. Brews.

Merchandise – A variety of Mr. Brews Taphouse merchandise are available to customers for purchase including t-shirts, pint glasses, koozies and sunglasses.

A comprehensive Local Store Marketing Plan, which includes networking, local charities partnerships and chamber of commerce membership.

Operational Plan

Production

The following are the methods of the Mr. Brews Taphouse LLC corporate policies and processes:

- Food Preparation

All food will be prepared as determined by the Mr. Brews franchise brand. Very strict guidelines and specific equipment will be used to ensure safety, quality, and consistency for all food products.

- Quality control

Specific labels are used to show shelf life, daily and manager line checks on temperature sensitive items at defined frequencies, all open and closing procedures are well defined to ensure quality is the highest priority.

- Customer service

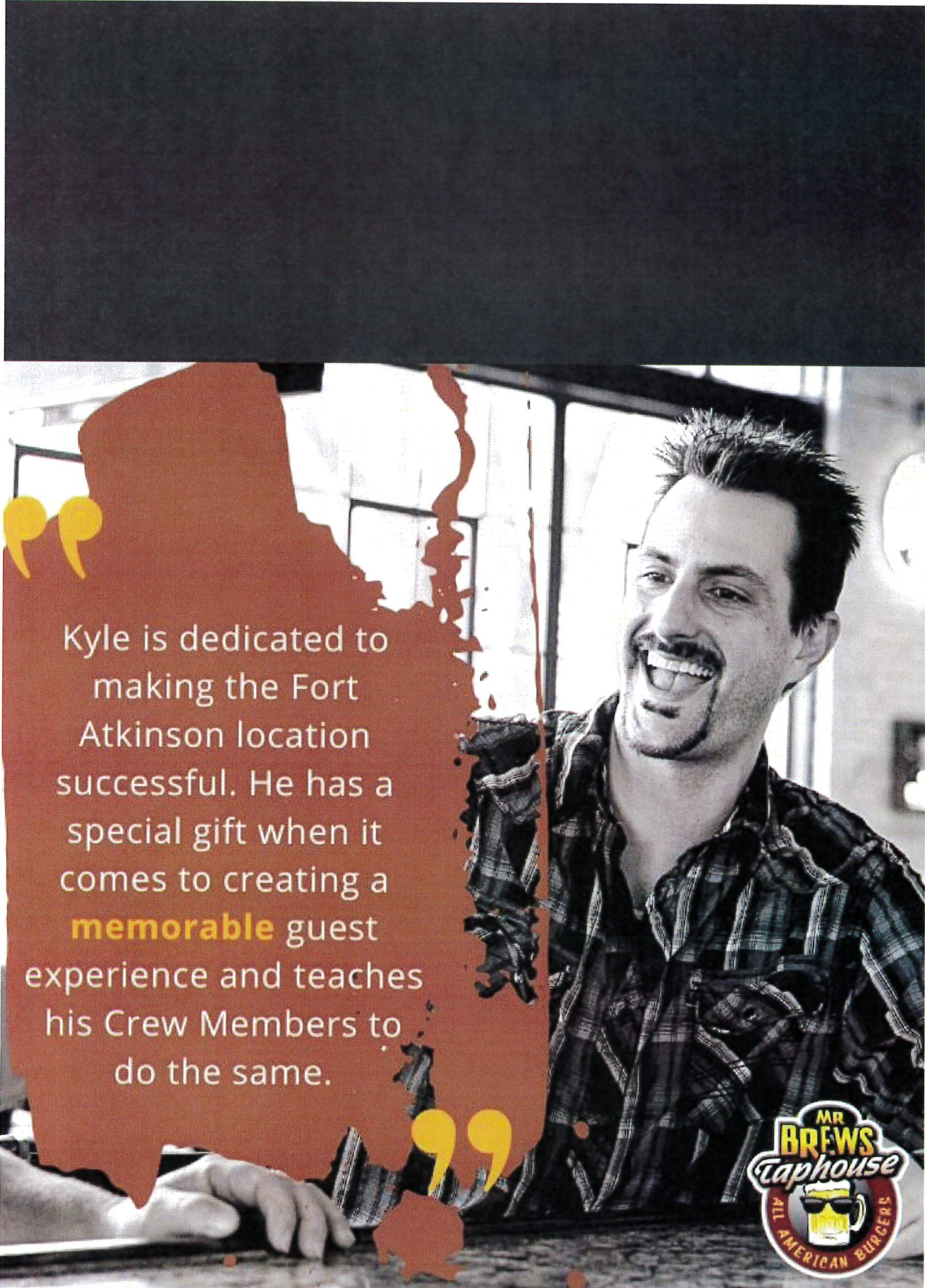
Customer service is part of the Mr. Brews brand. Our policy is to provide friendly, courteous and fast customer service to all of our clients. Shift managers will address any customer concerns on the spot and elevate to the GM or owners if necessary.

- Inventory control

Baseline min/max variables have been established by the Mr. Brews franchise operational management team for all inventoried items for both kitchen and bar area.

Conclusion

We as an organization are excited about the possibility to enhance our current offerings to the guest. We do not take this opportunity for granted and we are honored to have the chance to share insights into our brand and who we are as an organization.



Kyle is dedicated to making the Fort Atkinson location successful. He has a special gift when it comes to creating a **memorable** guest experience and teaches his Crew Members to do the same.





OCTOBER 5TH



THREE THIN DIMES

Mr Brews Taphouse Partners with Folds of Honor to Provide Scholarships

October 25, 2022

In honor of Veterans Day, Mr Brews Taphouse partnered with Folds of Honor (FOH) to provide life-changing scholarships to the families of those who gave the ultimate sacrifice in service through a week-long, donation-based campaign.

From Nov. 7-13, Mr Brews will offer guests \$5 in Brews Bucks for every \$2 donation to FOH, a non-profit organization founded in 2007 by Lt. Col. Dan Rooney of the U.S. Air Force that has awarded more than 44,000 scholarships as part of its mission to honor the sacrifice and legacy of fallen soldiers. Every donation comes with a pin-up slip that guests can wear to proudly show support.

Mr Brews is committed to donating \$10,000 to Folds of Honor by the end of the campaign. The brand was able to see the impact that last year's \$7,700 donation had on the Torian family, who tragically lost highly decorated Master Sgt. Aaron Torian of the U.S. Marine Corps. This donation benefitted Master Sgt. Torian's wife and three children, who lost a loving husband and father.

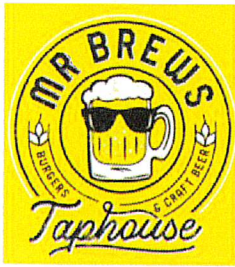
"We're proud to partner once again with Folds of Honor to make an impact in the lives of the families of American heroes," says Mr Brews Vice President of Operations Services Carrie Martin. "It was amazing to know what our donation efforts went towards with the Torian family, and we can't wait to help another family this year. We hope to see everyone make a stop by their local Mr Brews during our fundraising week and do their part."

Mr Brews will also donate 10% of its total sales on Veterans Day, Nov. 11, to Folds of Honor. And, as always, Mr Brews is proud to offer a 15% military discount year-round, with proof of service or military ID.

Brew Bucks will be valid through December for guests to redeem towards future food purchases at the restaurant. Participation may vary, see your local Mr Brews Taphouse for details. In addition to its donations and year-round meal discounts, Mr Brews is proud to offer a 10% discount on the initial franchise fee to all military veterans.

read more

- [Mr Brews Taphouse](#)
- [Philanthropy](#)



PRESS RELEASE

Contact: Blake Heckel, Champion
972.930.9933; bheckel@championmgt.com

Mr Brews Taphouse Crushes Grand Opening Week Sales Record in Venice

Award-winning, full-service craft brew pub and restaurant opened its second Florida location on Sept. 5

VENICE, Fla. (Sept. 5, 2022) – The Venice community has spoken, and it clearly can't get enough of Mr Brews Taphouse's gourmet burgers and locally sourced craft beer.

On Monday, Sept. 5, the award-winning craft brew pub and restaurant opened its doors at 12168 Mercado Drive and enjoyed the most successful grand opening in the brand's history. The Venice location topped the brand's previous sales record by 18.5%, totaling over \$45,000 for the week. The local team is on track to break the monthly sales record, too.

"We're thrilled by the response we've received from the Venice community," said Carrie Martin, Vice President of Operations Services for Mr Brews. "We believe this incredibly successful opening will propel us towards more growth in the surrounding areas, and we look forward to introducing our award-winning burgers, scratch-made signature sauces and hand-selected craft brews to additional communities across the Sunshine State!"

The new 2,800-square-foot restaurant features patio seating, 60 tap handles with wines, cocktails, and beers, multiple TVs at every angle for every game, and a beautiful Chicago-style brick wall lining the granite bar back. Mr Brews serves the Venice community on Sunday through Thursday from 11 a.m. to 9 p.m. and Friday and Saturday from 11 a.m. to 10 p.m.

To learn more about Mr Brews Taphouse franchise opportunities, email Mark Leach at mark@mrbrewstaphouse.com. For up-to-date locations, menu and brand information, visit mrbrewstaphouse.com and follow Mr Brews Taphouse on [Facebook](#) and [LinkedIn](#).

About Mr Brews Taphouse

Founded by Steve Day in 2013, Mr Brews Taphouse is headquartered in Birnamwood, Wisconsin. Mr Brews Taphouse is a full-service craft brew pub and restaurant known for its gourmet burgers and wide selection of locally sourced craft beer. The craft beer industry is continuing to grow and with more than 50 craft brews on tap at each location, Mr Brews Taphouse is growing right along with it. The brand currently owns and operates 14 locations throughout Arizona, Florida, Kansas, Kentucky and Wisconsin. The brand's franchise incentives include low-cost start-up and operations, superior training and support, 15% discount for military veterans and more. For more information about franchise opportunities, visit mrbrewstaphouse.com/franchise-opportunities.

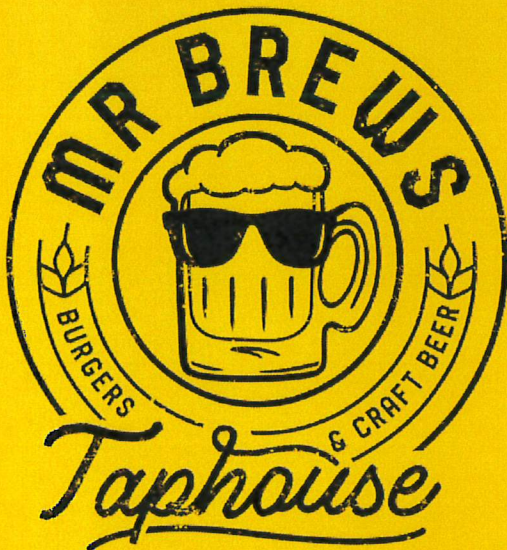
Net SALES

Fort Atkinson

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct	Nov	December	
2019	\$ 28,932	\$ 30,286	\$ 39,235	\$ 35,031	\$ 40,716	\$ 36,316	\$ 34,855	\$ 39,624	\$ 32,690	\$ 33,706	\$ 31,670	\$ 32,018	\$ 415,077
2020	\$ 30,915	\$ 33,073	\$ 17,804	\$ 6,097	\$ 21,701	\$ 31,362	\$ 35,859	\$ 39,833	\$ 34,624	\$ 33,613	\$ 23,356	\$ 17,804	\$ 326,042
+/-	\$ 1,983	\$ 2,787	\$ (21,431)	\$ (28,934)	\$ (19,015)	\$ (4,953)	\$ 1,004	\$ 209	\$ 1,934	\$ (93)	\$ (8,314)	\$ (14,214)	
2020	\$ 30,915	\$ 33,073	\$ 17,804	\$ 6,097	\$ 21,701	\$ 31,362	\$ 35,859	\$ 39,833	\$ 34,624	\$ 33,613	\$ 23,356	\$ 17,804	\$ 326,042
2021	\$ 27,264	\$ 27,615	\$ 35,445	\$ 43,795	\$ 49,601	\$ 49,591	\$ 52,136	\$ 54,366	\$ 53,956	\$ 55,190	\$ 43,585	\$ 51,325	\$ 543,870
+/-	\$ (3,652)	\$ (5,459)	\$ 17,641	\$ 37,698	\$ 27,900	\$ 31,787	\$ 16,277	\$ 14,533	\$ 19,332	\$ 21,578	\$ 20,229	\$ 33,521	
2021	\$ 27,264	\$ 27,615	\$ 35,445	\$ 43,795	\$ 49,601	\$ 49,591	\$ 52,136	\$ 54,366	\$ 53,956	\$ 55,190	\$ 43,585	\$ 51,325	\$ 393,769
2022	\$ 48,603	\$ 49,078	\$ 59,673	\$ 60,985	\$ 66,365	\$ 66,026	\$ 69,348	\$ 65,485	\$ 63,769	\$ 63,009			\$ 549,332
+/-	\$ 21,340	\$ 21,464	\$ 24,228	\$ 17,190	\$ 16,763	\$ 31,787	\$ 17,212	\$ 11,119	\$ 9,812	\$ 7,819	\$ (43,585)	\$ (51,325)	



WHERE THE PERFECT BURGER
MEETS YOUR NEW FAVORITE BEER



TAP INTO MR BREWS

At Mr Brews Taphouse we are passionate about serving craft beer and gourmet burgers in an atmosphere where you can relax, unwind and enjoy good company in your neighborhood. In here, we have a team of experts working together to find the perfect beer and pair it with the most delicious entree to satisfy the tastes you are craving for the occasion.



OUR RECIPE FOR SUCCESS

Feeds: Franchisees the Framework to execute a high standard of excellence and drive profitable sales and the Freedom to make it yours.

Ingredients List:

Steve Day - Founder, CEO:

Prior to founding the Mr Brews Taphouse brand, Steve was a successful entrepreneur in various business ventures. In addition, Steve has over 30 years of sales and marketing experience in the oil industry. He has expanded the concept from one location in 2013 to over a dozen today with his sights on many more.

Mark Leach - COO:

Mark has enjoyed over 40 years of success serving in many executive roles for both company and franchise operations. He was previously Sr Director of Franchise Operations for Mongolian Concepts.

Kara Day - CFO:

Kara brings over 25 years of business administration experience to Mr Brews Taphouse. Prior to joining the brand, she was a paper industry executive with a background in supply chain and logistics management.

Carrie Martin - V.P. of Operations Support:

Carrie has over 30 years of restaurant experience. A graduate of the prestigious Hospitality Business School at Michigan State University. She has held several positions both for the company and franchise side of the business with an emphasis in Training, H.R. and Marketing.

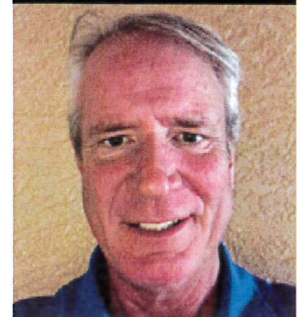
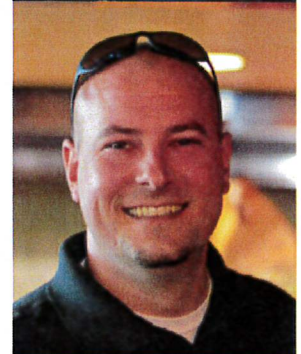
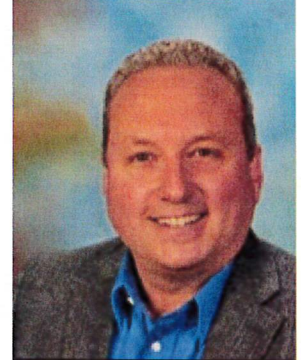
Kenny Leetch - Sr VP of Operations:

Kenny brings over 20 years of leadership experience within the casual dining segment. He brings proven success in the areas of sales, people development, marketing, forecasting and budgeting in both the corporate and franchise support roles.

Michael Higgins - Director of Franchise Sales:

Michael joined Mr Brews Taphouse in early January 2022.

Michael has over 30 years of sales and marketing experience in the food service industry with companies like Saval Food and industry leader US Foods.





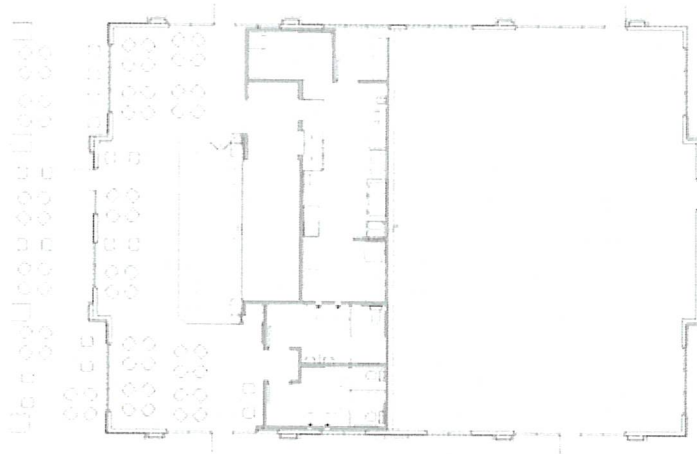
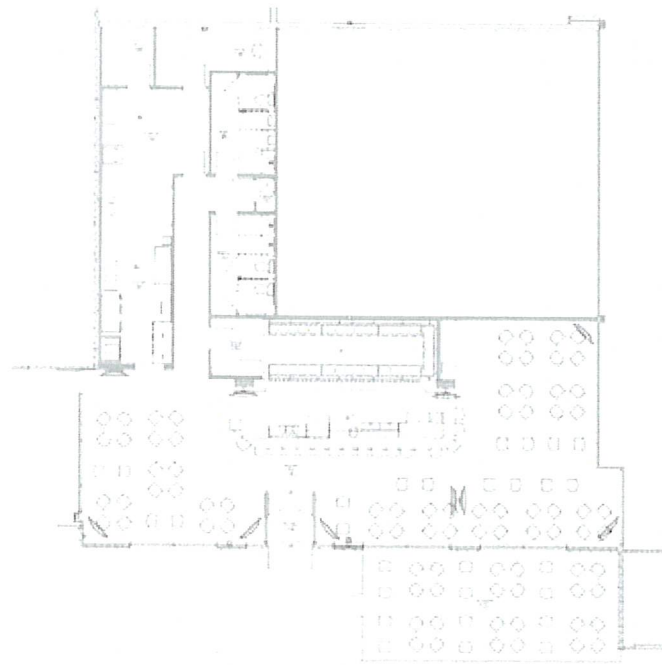
**MR BREWS
IN YOUR
NEIGHBORHOOD**





INVITING
INTERIORS





FLOOR PLANS FOR PROFIT FLOW





IN THE KITCHEN

Our gourmet burgers made in our scratch kitchen are second to none! Our recipes are created with the perfect balance of TLC, award winning ingredient combinations and savory juices that are only found in ONE place, THE BURGER!



Look for Mr Brew to find our signature items made from scratch!

STARTERS

Mr Brews Wings (Regular or Boneless)
Tossed in your choice of BBQ, buffalo (mild or hot) spicy asian, or honey garlic. Served with ranch or bleu cheese. **10.99**

Cheese Curds
White cheddar cheese curds, deep fried and served with ranch. **8.99**

Pub Grub
Fresh cut chips or fries, topped with beer cheese sauce, bacon and green onions. **9.99**

Onion Rings
Beer battered onion rings served with ranch. **8.99**

Sliders
Certified Hereford beef sliders served on a potato roll topped with American cheese, sautéed onions and a pickle. **8.99**

Jalapeno Poppers
Jalapeno pepper halves stuffed with cream cheese and coated with a crispy breading. Served with ranch or bleu cheese. **8.99**

Pretzels & Beer Cheese
Bavarian-style pretzel sticks served with a side of our house-made beer cheese sauce. **7.99**

Pub Chili (Seasonal)
Served with sour cream, cheese, jalapenos and crackers. **8.99**



BURGERS

All burgers are cooked to medium well or higher.

All-American
Topped with your choice of cheese and served with lettuce, tomato, onion, and pickles. **9.49**

Peanut Buster
Topped with our spicy peanut butter, pepper jack cheese and bacon. **10.99**

Kentucky Bourbon Classic
Cheddar cheese, grilled onions, two slices of bacon, french-fried onions and Kentucky bourbon mayo. **10.99**

Bacon Mac N Cheese
Topped with bacon macaroni and cheese and a dash of cayenne pepper. **10.49**

Brews-Chetta
Topped with Havarti cheese, tomato bruschetta and basil pesto mayo. Served on a parmesan garlic dusted bun. **9.99**

Mushroom and Swiss
Our rich gravy sauce, mushrooms and Swiss cheese. **9.99**

California Burger
Topped with pepper jack cheese, guacamole and roasted red bell pepper sauce. **10.49**

Jalapeno Popper
Topped with cream cheese spread, sautéed jalapenos, BBQ sauce and french-fried onions. **9.99**

Rajun' Cajun
Pepper jack cheese, grilled onions and our Cajun lime sauce. **9.99**

MAKE IT YOUR OWN

Trade in the Burger

Turkey .99
Chicken .99
Black Bean .99
Plant Based 3.99

Add a Signature Sauce Made From Scratch

Beer Cheese Sauce 1.59
Red Pepper Mayo .99
Bourbon Mayo .99
Cajun Lime Sauce .99

Choose a Cheese

Add an additional cheese .99
Cheddar
American
Swiss
Pepper Jack

Add Something Extra

Fried Egg .99
Extra Patty 2.99
Bacon 1.99
Jalapenos .99
Guacamole .99

Lettuce, tomato, onion, and pickle available upon request.

FRIES AND CHIPS

Seasonings: Sea salt, sea salt and cracked black pepper, BBQ, Cajun, Ranch, Cheddar or Parmesan garlic.

Single 2.99 Basket 4.49

Fresh-Cut Fries Sweet Potato Fries Add .99

Shoestring Fries Housemade Chips

SIDES

Mac N Cheese 3.99
Side Salad 3.99
Side Caesar 3.99
Onion Rings 3.99



TAPHOUSE SPECIALTIES

Brews Chicken Sandwich
Fried or grilled chicken breast served on a Brioche bun with lettuce, tomato and a side of mayo. **10.99**

Chicken Tenders
Crispy breaded chicken tenders served with your choice of sauce and our fresh-cut fries or chips. **10.99**

Turkey Burger
Topped with provolone cheese, lettuce, tomato, onion and our signature cranberry aioli. **9.99**

Mr Brews Original Pulled Pork Sandwich
Pulled pork topped with BBQ sauce, power slaw and pickles on the side. **10.99**



SALADS

Add fried or grilled chicken to any salad. **2.99**

Dressings: House-made Ranch Dressing, Honey Mustard, Bleu Cheese, Caesar, Balsamic Vinaigrette, and House-made Creamy Cranberry Dressing.

House Salad
Crisp greens topped with tomato, onion, shredded cheese and croutons. **8.99**

Cranberry Walnut Salad
Crisp greens topped with walnuts, dried cranberries, bleu cheese crumbles and crispy french-fried onions. Served with creamy cranberry dressing. **9.99**

Caesar Salad
Chopped romaine lettuce tossed with Parmesan cheese, croutons and Caesar dressing. **8.99**



KIDS MEAL

All served with fries or chips and a fountain soda, milk, or juice. Free fruit snacks are available too!

Mac N Cheese 5.99
Grilled Cheese 5.99
Chicken Tenders 6.99
Burger Sliders One Slider 5.99 Two Sliders 6.99



BEVERAGES

Milk, Chocolate Milk, Apple Juice, and Cranberry Juice 2.49

Boo-beer on Tap (refills not included) 2.99

Soda 2.99
Pepsi, Diet Pepsi, Tropicana Lemonade, Sierra Mist, Iced Tea, Mtn Dew, Diet Mtn Dew, Dr Pepper

BEER



Find Your New Favorite Beer!

Download the Untappd App



Join our Pub Club!



Earn Points:
• 25 points for signing up
• 10 points for every visit
• \$10 coupon on your birthday
• Receive news & offers

Redeem Points:
• \$5 Coupon every 100 pts
• Limit \$25 Coupon per visit

GROWLERS

Take home your favorite beer today!



Whether dining out or preparing food at home, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. When containing ingredients are prepared in our kitchen, we cannot guarantee that any menu item will be prepared completely free of gluten. Menu items may contain or come into contact with WHEAT, EGGS, PEANUTS, TREE NUTS, and MILK. We cannot guarantee that any item will be completely free from allergens. Enjoy a 20% discount on cash purchases.



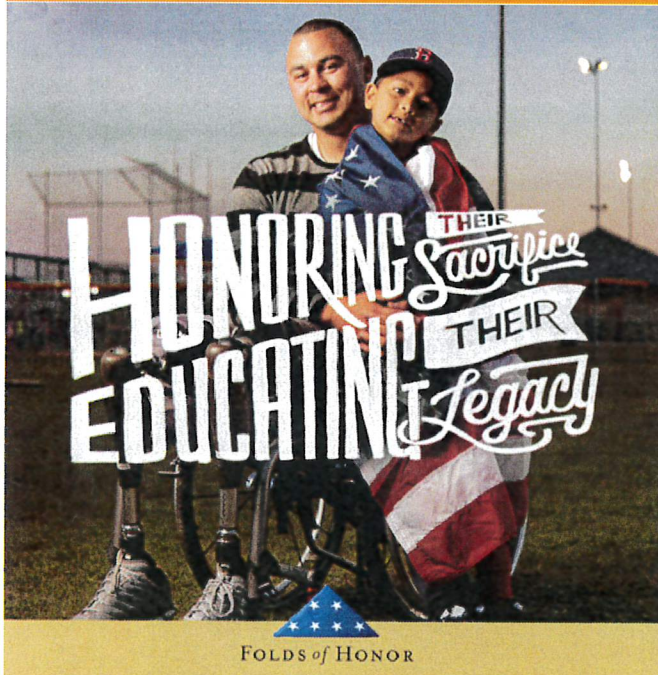
BEHIND THE BAR

Our craft beer draft line up truly is something for everyone and every occasion. Our beer experts have a gift for knowing exactly what to offer on tap and when. We know what our guests are craving, even if they don't!

SIGN UP FOR THE NEW

MR BREWS Taphouse PUB CLUB

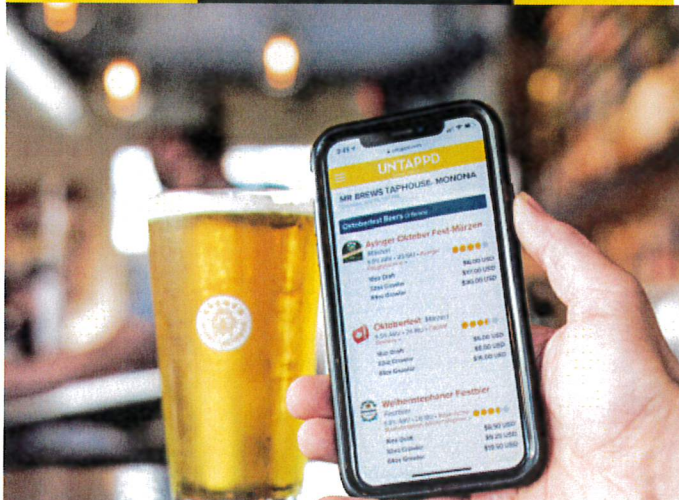
SIGN UP OR CHECK YOUR BALANCE!



POURING ON THE SUPPORT

Filling Up on Best in Class Tools and
Resources:

- COMPLETE TRAINING LIBRARY
- OPERATIONAL SYSTEMS
- WEB SITE
- MARKETING
- VENDOR PARTNERS
- BRAND CHARITY - FOLDS OF HONOR
- LOYALTY PROGRAM - THE PUB CLUB
- PRODUCTS
- EQUIPMENT
- AND MORE....



JOIN BREW CREW, FRANCHISE PROFILE

Capitalizing on the craft beer franchise market along with a fast, casual restaurant experience has become a billion dollar industry. Mr Brews Taphouse implements an innovative concept and seeks franchisees who meet the following criteria:

- Single and multi-unit operators with foodservice and/or restaurant experience
- Possess the resources and ability to open first unit within 12 months and each additional unit at a maximum of 24-month intervals
- Passion for and commitment to exceptional customer service

FRANCHISE INVESTMENT DETAILS:

Mr Brews Taphouse will be developed through both single unit and multi-unit franchise opportunities. The number of units a franchisee decides to move forward with is determined through discussions with our Franchise Development team and your (the franchisee's) personal goals.

THE INITIAL FRANCHISE FEE IS \$45,000, HOWEVER:

- When two units are secured in an Area Development Agreement, the franchise fee is reduced to \$30,000 per unit.
- When three or more units are secured in an Area Development Agreement, the franchise fee is reduced to \$25,000 per unit.

SITE CRITERIA

- Preferred Trade Areas: Suburban central business districts and regional shopping areas
- Site Characteristics: End cap or free standing sites in mid scale suburban trade center with vital synergy. Other synergistic uses include: coffee shops, boutiques, movie theatres, health clubs, universities, colleges, hospitals and office parks
- Traffic: Strong vehicular and pedestrian traffic
- Size: Target restaurant size of 1500 - 3000 ft²
- Parking: Available of compatible space with good ingress and egress
- Seating: 60-90 seats. Patios preferred if available

DEMOGRAPHICS:

- Residential population of 50,000 or more in target trade area
- Heavy concentration of adults 21-45 years of age
- Median household greater than \$60,000- but less than \$120,000

nn





JOIN THE BREW CREW, FRANCHISE INFORMATION

Mr Brews Taphouse is offering single and multi-unit area development territories in major metropolitan markets throughout the United States. Many large markets have more than one territory available.

TERMS:

- Franchise Fee - \$45,000 per unit
- Royalties -5%
- National advertising fund 1%

QUALIFICATIONS:

- Liquidity - \$350,000
- Net Worth -\$750,000

FINANCING:

Mr Brews Taphouse does not provide direct financing but is included among the list of SBA's approved franchisors.

FRANCHISE PROCESS:

Your Mr Brews Taphouse craft beer franchise ownership is only a few steps away. We have developed a well-defined, step-by-step process to guide you from initial interest through qualification and an onsite visit to a Wisconsin location to the final step of signing the franchise agreements and related documents. Our team will assist you throughout the process of owning your own pub franchise

- Complete for Consideration (RFC)
- A Member of Our Development Team Will Contact You
- Submit Franchise Application
- Review Franchise Disclosure Document (FDD)
- Conduct Due Diligence with current Franchisees
- Onsite Visit at a Wisconsin location
- Execute Franchise Agreement & Related Documents

LEASE TERMS

Ten-year initial term with 2 extension options of 5 years

Rent competitive with market

Delivery of space pursuant to Mr. Brews Taphouse specifications or as is with allowance to Mr Brews Taphouse specifications.

Use- Exclusive Craft beer/Burger theme restaurant with full liquor bar.

The matters set forth herein are subject to change from time to time, without notice, by Mr. Brews Taphouse. Criteria may be relaxed or restricted on a case-by-case basis if deemed warranted in the discretion of Mr Brews Taphouse



MR BREWS
BURGERS & *Taphouse* CRAFT BEER



MR BREWS ON THE MAP

Locations	State	Year Opened	Ownership
Appleton	WI	2015	Franchise
Bellevue/Green Bay	WI	2015	Franchise
Fort Atkinson	WI	2017	Owner
Menomonee Falls	WI	2016	Franchise
Madison, Monona	WI	2015	Franchise
Madison, Junction Rd	WI	2015	Franchise
Madison, High Crossing	WI	2016	Franchise
Madison, Waunakee	WI	2015	Franchise
Mesa	AZ	2021	Franchise
Venice	FL	2022	Franchise
Melbourne	FL	2021	Franchise
Lexington	KY	2017	Franchise
Plover	WI	2015	Franchise
Lawrence	KS	2020	Franchise



FRANCHISE OWNER CREW

Dan Johnson
Tammy & Craig Verhagen
Jaye, Ozzie and Barb Clemmons
Brad Wirtz
Gregg Day
Nathan Canavera
Brandon Rooks
Brent & Gina Phillips
John & Tomomi Milleson
Brad Potts

FOURTH AMENDMENT TO COMMERCIAL LEASE

THIS THIRD AMENDMENT is made as of July 20, 2020, by and between Badger47 LLC and or its assigns ("Lessor") and Mr. Brews Tap House Ft Atkinson, LLC ("Lessee").

RECITALS

A. Lessor and Lessee have entered into a Commercial Lease dated September 1, 2018.

B. Lessor and Lessee wish to amend certain provisions of the Lease.

NOW, THEREFORE, the parties agree as follows:

1. Lessor and Lessee agree that effective as of December 1, 2020, the Lease shall be amended to read as follows:

Base Rent for the months of December 1, 2020 through February 28, 2021 shall be reduced by and additional \$1,000.00 per month for a period of three (3) months, (December '20 and January and February '21).

The reduction of Base Rent by ten (10%) percent (per THIRD AMENDMENT TO COMMERCIAL LEASE) which started on August 1, 2020 and was to end on January 1, 2021 shall NOW terminate on November 30, 2020.

Lessee is still responsible for all Triple Net (NNN) Expenses for the months of December, 2020 through February 28, 2021 and their proportionate share of separately metered in-suite utilities.

The Base Rent and all Triple Net Expenses for the months of December, 2020 through February, 2021, shall continue to be paid in increments of \$1,157.72 per month.

(Base Rent is currently \$2,979.00 monthly less \$1,000.00 = \$1,979.00 + 1,157.72 3N = \$3,136.72.)

Lease Termination Date shall be extended by two (2) months with the new Termination Date being December 31, 2026.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day, month, and year first above written.

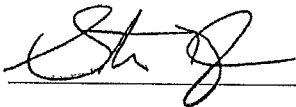
Lessor:
Badger47 LLC

Lessee:
Mr. Brews Taphouse Ft Atkinson, LLC

By: DocuSigned by:
Michael P Hert
85E8F19E7471412...

Title: Managing Member

Date: November 27, 2020 | 8:32 AM CST

By: 

Title: Owner/President

Date: 11/27/20

CLERK/TREASURER/FINANCE DIRECTOR
Michelle Ebbert | mebbert@fortatkinsonwi.gov



CITY OF FORT ATKINSON RESERVE LIQUOR LICENSE QUESTIONNAIRE

The City of Fort Atkinson City Council makes the final determination of the recipient of Reserve "Class B" Intoxicating Liquor Licenses. The License Committee, made up of three City Council members, will make a recommendation to the City Council based on the answers to the questions below. The goal of the License Committee and City Council in choosing the recipient of a Reserve "Class B" license is to encourage private investment and garner the greatest economic impact for the City.

Please provide as much detail as possible to each of the criteria and comment if an item does not pertain to your business. You are welcome to attach additional sheets or documentation.

Name (individual / partners / corporations / limited liability companies):

ROCK RIVER HERITAGE, INC.

Trade Name d/b/a:

THE FORT ATKINSON CLUB COMMUNITY CENTER

Address / Location where license will be used:

211 SOUTH WATER STREET EAST, FT. ATK. 53538

Below or on an additional page, please quantify the anticipated economic impact of your business to the City of Fort Atkinson. Include your business plan, proposal and why your application should be recommended for approval. Attachments are acceptable.

SEE ATTACHED NARRATIVE (W/ LOGO HEADER)

BASED ON SIMILAR MODELS, ADDING ALCOHOL
SALES COULD EASILY INCREASE OUR GROSS
REVENUE BY 10 - 20%*

* TAKEN FROM OAK CREEK COMMUNITY CENTER'S
FINANCIAL REPORTS FROM 2019/2020.

RECEIVED

NOV 17 2022

CITY OF FORT ATKINSON
CLERK/TREASURER

If this is an existing business in the City of Fort Atkinson, please continue to **Part A.**

If this is a new/proposed business in the City of Fort Atkinson, please continue to **Part B.**

Please insert or circle response.

PART A: EXISTING BUSINESS

Date business opened: JANUARY, 2015

Hours of operation:

SEE NARRATIVE FOR MORE DETAIL. OFFICE HOURS: 10-3 M-F
WEEKEND EVENT HOURS: 3-9 PM FRI, 11 AM - 12 M, SAT, 12N-9 PM, SUN.

Current number of full-time staff: 3

Current number of part-time staff: 6

Do you anticipate hiring additional staff should you be issued license: YES NO

If yes, how many and full-time or part-time: 3-4 (1-FT, 3 PT)

If you serve food, please attach a menu to your submission. SEE NARRATIVE. CATERING MENUS
AVAIL. ON REQUEST.

Number of Interior Seating: 125 Number of Exterior Seating: 100

Square footage of interior: 11,600

Parking Availability: ON-SITE/PRIVATE

PUBLIC STREET / PUBLIC LOT

Number of parking stalls available: 84 WITHIN 1/2 BLOCK (WEEKDAYS) 132 WEEKENDS
(48 COURTESY SPOTS)

Do you own or lease the property: OWN LEASE

If you lease, please provide a copy of the lease agreement.

Describe where alcohol will be stored, served and consumed:

ALCOHOL WILL BE STORED IN A LOCKED, INTERIOR
CLOSET OR STORAGE ROOM. IT WILL BE SERVED
FROM OUR PORTABLE BAR, OR FROM 2 PASS-THRU
WINDOWS (INTERIOR) ON OUR RIVER LEVEL.
IT WILL BE CONSUMED ON AN EVENT-BY-EVENT
BASIS, ON OUR PATIO, RIVER LEVEL BANQUET ROOM,
MAIN LEVEL DINING ROOMS, OR THE THEATER
LEVEL, IN A CABARET-TYPE SETUP. SEE
NARRATIVE FOR MORE DETAIL.

PART B: NEW / ANTICIPATED BUSINESS

Anticipated opening date: _____

Anticipated hours of operation:

--

Estimated number of full-time staff: _____

Estimated number of part-time staff: _____

Do you anticipate serving food? YES NO

If yes, please provide details on menu options or attach a draft menu:

Number of Interior Seating: _____ Number of Exterior Seating: _____

Square footage of interior: _____

Parking Availability: ON-SITE/PRIVATE PUBLIC STREET / PUBLIC LOT

Number of parking stalls available: _____

Do you own or lease the property: OWN LEASE

If you lease, please provide a copy of the lease agreement.

Describe where alcohol will be stored, served and consumed:

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 01/04/2023 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } Fort Atkinson

County of Jefferson Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 008102855091004	
FEIN Number 45-3576912	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>50</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>250</u>
<input checked="" type="checkbox"/> Reserve Class B liquor	\$ <u>10,000</u>
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$ <u>10,300</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Rock River Heritage, Inc./Fort Atkinson Club Community Center

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Walsh	Dominique	Ann	306 Milwaukee Ave. E. 53538
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Wegner	David	L	1104 Seminole Drive, 53538
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Westrick	David	R	7436 County Line Rd, 53538
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Jahnke	Lee		1227 Sherman Ave. W. 53538
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Strom	Penny	M	N771 Waubunsee Trail #2, 53538
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Strom	Penny	M	N771 Waubunsee Trail #2, 53538

1. Trade Name Fort Atkinson Club Community Center Business Phone Number 920-568-1720
2. Address of Premises 211 S Water St. E Post Office & Zip Code 53538

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Sold: Lounge, Studio & Theater, 2nd Floor; Lodge, Club Rooms & Solarium,
First floor. Banquet Hall & Kitchen, River/Ground Level.

Stored: Locked closets on 2nd Floor, Main Floor and River/Ground floor

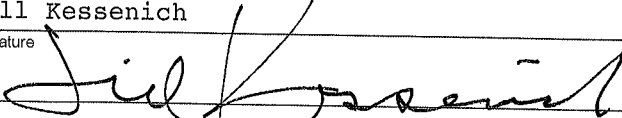
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☐ No
 Dir.or Mgr. will be. One staff member already has completed and passed.
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 11/16/22 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☒ Yes ☐ No
Fort Atkinson Club Community Center is the physical location of Rock River Heritage, Inc.
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Jill Kessenich	Title/Member Outgoing Director	Date 11/16/20
Signature 	Phone Number 608-213-4627	Email Address director@fortatkinsonc

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Walsh		Dominique		Ann	
Home Address (street/route)	Post Office	City	State	Zip Code	
306 Milwaukee Ave. E		Fort Atkinson	WI	53538	
Home Phone Number	Age	Date of Birth	Place of Birth		
6122071333	43	08/16/1979	Landstuhl, Germany		

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

- ☐ Applying for an alcohol beverage license as an **individual**.
☐ A member of a **partnership** which is making application for an alcohol beverage license.
☒ **Officer** of Fort Atkinson Club

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 10 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
UW-Whitewater	Whitewater, WI 53190	01/01/2013	11/16/2022
Employer's Name	Employer's Address	Employed From	To
The Princeton Review	Chicago, IL 60614	02/01/2003	03/01/2020

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

Dominique Walsh
(Signature of Named Individual)

RECEIVED 11/16/2022 02:46PM

ATTN: DAVE WEGNER

ROOM 119

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
WEGNER		DAVID		LEE	
Home Address (street/route)		Post Office	City	State	Zip Code
1104 SEMINOLE DR.			FORT ATKINSON	WI	53538
Home Phone Number		Age	Date of Birth	Place of Birth	
920-222-1922		63	12/06/1958	FORT ATKINSON WI	

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

- ☐ Applying for an alcohol beverage license as an individual.
☐ A member of a partnership which is making application for an alcohol beverage license.
☒ BOARD/DIRECTOR of THE FORT ATKINSON CLUB
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

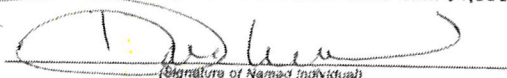
which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 63 YRS.
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. THE FORT ATKINSON CLUB
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
USDA	WASHINGTON DC	12/01/2012	01/01/2017
USMC	WASHINGTON DC	07/07/1977	11/30/2012

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


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Jahnke</u>		(first name) <u>hee</u>		(middle name)	
Home Address (street/route) <u>1227 Sherman Ave W</u>		Post Office		City <u>Fort Atkinson</u>	State <u>WI</u> Zip Code <u>53538</u>
Home Phone Number <u>920-397-6656</u>		Age <u>83</u>	Date of Birth <u>3/20/1939</u>		Place of Birth <u>Watertown, WI</u>

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

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Treasurer of Rock River Heritage, INC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 83 yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Fort Memorial Hospital</u>	Employer's Address <u>Fort Atkinson</u>	Employed From <u>1965</u>	To <u>1980</u>
Employer's Name <u>Business & Tax Systems</u>	Employer's Address <u>Fort Atkinson</u>	Employed From <u>1980</u>	To <u>Present</u>

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

Hee Jahnke
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
WESTRICK		DAVID		R	
Home Address (street/route)		Post Office	City	State	Zip Code
7436 E COUNTY LINE RD			FORT ATKINSON	WI	53538
Home Phone Number		Age	Date of Birth	Place of Birth	
920-723-3106		54	03/29/1968	MICHIGAN	

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

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ **SECRETARY** of **ROCK RIVER HERITAGE, INC.**

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 54 YEARS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

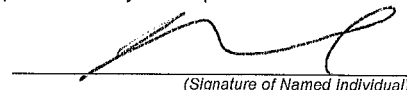
(Name, Location and Type of License/Permit)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
ROGERS & WESTRICK SC	93 N MAIN ST FORT ATKINSON	08/01/1993	11/17/2022
Employer's Name	Employer's Address	Employed From	To
JEFFERSON COUNTY	311 S CENTER AVE JEFFERSON	08/01/1990	07/31/1993

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


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Strom		Penny		M	
Home Address (street/route)		Post Office		City	State Zip Code
N771 Waubunsee Trail 2				Fort Atkinson	WI 53538
Home Phone Number		Age	Date of Birth	Place of Birth	
920-650-6995		56	6/7/1966	FORT ATKINSON	

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

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☒ A member of a **partnership** which is making application for an alcohol beverage license.
- ☐ **Future Executive Director** of **Fort Atkinson Club**

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 56 Years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

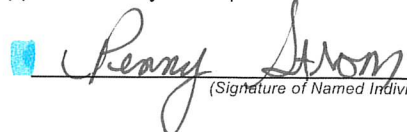
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
St. Germain Chamber	473 State Hwy 70, St. Germa	02/21/2014	06/03/2022
Employer's Name	Employer's Address	Employed From	To

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


(Signature of Named Individual)

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

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

To the governing body of: ☐ Town
☐ Village of FORT ATKINSON County of JEFFERSON
☒ City

The undersigned duly authorized officer(s)/members/managers of ROCK RIVER HERITAGE, INC.
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
THE FORT ATKINSON CLUB COMMUNITY CENTER
(trade name)

located at 211 SOUTH WATER STREET EAST

appoints PENNY STROM
(name of appointed agent)

N 771 WAUBUNSEE TRAIL 2, FT. ATK, WI 53538
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 56 yrs.

Place of residence last year 7691 SEELEY LN, ST. GERMAIN, WI 54558

For: N/A
(name of corporation/organization/limited liability company)

By: Jill Kessner
(signature of Officer/Member/Manager)

And: Dominique Wahl
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, PENNY STROM, hereby accept this appointment as agent for the
(print/type agent's name)

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

Penny Strom 11-17-2022 Agent's age 56
(signature of agent) (date)

N 771 Waubunsee Trail 2 Fort Atkinson, 53538 Date of birth 6/7/66
(home address of agent)

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

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

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 28 2012

ROCK RIVER HERITAGE INC
C/O JAMES J VANCE
PO BOX 338
FORT ATKINSON, WI 53538

Employer Identification Number:
45-3576912
DIN:
17053342324011
Contact Person:
DENNIS C GRUESER ID# 31992
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
July 22, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



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

Contact Information:

2135 RIMROCK ROAD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-327-0232
email: DORRegistration@wisconsin.gov
website: revenue.wi.gov

Letter ID L1794199888

ROCK RIVER HERITAGE INC
211 S WATER ST E
FORT ATKINSON WI 53538-2056

June 14, 2021

Batch Index: 1849502208-932

This is your Wisconsin Sales and Use Tax Certificate of Exempt Status (CES). Purchases made by your organization or entity are taxable unless you provide the seller a fully completed Wisconsin sales and use tax exemption certificate (Form S-211 or S-211E), listing the CES number shown below.

If your organization makes sales subject to sales tax, it may need a seller's permit. Information on registration requirements can be found in Publication 206, Sales Tax Exemption for Nonprofit Organizations.

Forms and publications can be obtained through our website at revenue.wi.gov or through our forms ordering line at (608) 266-1961. Many questions can be answered by reviewing the Common Questions pages on our website. You may also contact us by telephone at (608) 266-2776 or by email at DORRegistration@revenue.wi.gov.



**WISCONSIN SALES AND USE TAX
CERTIFICATE OF EXEMPT STATUS (CES)**

(Governmental, Religious, Charitable, Scientific or Educational Organization)

Sales to this organization or entity are exempt from Wisconsin sales and use tax under sec. 77.54(9a) and 77.55(1), Wis. Stats.

This certificate is valid unless cancelled by the Wisconsin Department of Revenue.

ROCK RIVER HERITAGE INC
211 S WATER ST E
FORT ATKINSON WI 53538-2056

CES NUMBER
008-1028550910-04
DATE ISSUED
8/29/2012

IMPORTANT:

Purchases made by your organization are taxable unless you furnish your supplier with the CES number shown above. Sales by your organization may be subject to tax. If your organization makes taxable sales, it may be required to obtain a seller's permit and remit sales tax to the Department of Revenue.

Questions: Contact the Department of Revenue
by telephone at (608) 266-2776, FAX (608) 327-0232,
email DORRegistration@wisconsin.gov,
or at our website revenue.wi.gov

< Home

Wisconsin Tax Account Lookup



Lookup



Results

Legal Name

ROCK RIVER HERITAGE INC

Account Type

Withholding

Account Number

036-1028550910-02

Filing Frequency

Monthly

Cancel

< Previous

For your security, this application times out after 15 minutes. All unsaved information will be lost.

[DOR](#) [Common Questions](#) [Forms](#) [Publications](#) [Training](#) [Contact Us](#)



The **FORT ATKINSON** *Club* COMMUNITY CENTER

The recently renovated Fort Atkinson Club is an independent, multi-purpose, nonprofit center that serves the community, neighbors, and visitors of Fort Atkinson, WI and Jefferson County. Our vision is that this historic downtown hub along the Rock River will provide people of all ages and backgrounds a place to come together through education, arts, wellness, business & community events, and other fun activities — while showcasing the history, culture, and heritage of the area. We have developed a wide variety of ways to nurture and support our vibrant community and offer many opportunities for others to participate in positive collaboration.

Rock River Heritage, Inc. was formed in 2011, by Joan Jones, after purchasing the dilapidated building at 211 S Water St E. She formed a Board of Directors and a 501(c)3, with the aide of Legal Counsel James Vance, and an original board consisting of Rachel Nelan, Ann Engelman, Jim Nelson, and Jill Kessenich. A design team and a general contractor were chosen, from 2 sets of applicants. Dimension IV of Madison led the design team. Maas Bros. Construction of Watertown headed up the \$2.25 million renovation, to bring the 1912-13 Arts & Crafts building back to life. We made many necessary, historically sensitive repairs, all while bringing it up to ADA requirements and all building codes.

The Fort Atkinson Club Community Center was opened to the public in January of 2015. Nominal Membership fees were developed for Individuals, Families, Non-profits and Businesses. Memberships are encouraged, and assist with the operations of the building and program, but are not necessary to partake in 90 percent of our programming. Programs consist of classes, like Youth Art, Adult Painting, Kids Cooking, Creative Writing, Toddler Exercise, Yoga, and one-on-one Music Lessons. We also hold 7 free Concerts per year, 4 in our 125-seat Theater, and 3 on our Patio along the Rock River. We also host the semi-annual Fannie Jones-Highsmith Art Show. We serve food at all of these free, public events. We also hold 2-3 fundraisers per year, where we serve a meal or heavy appetizers.

Our earned income is generated by Usage Fees and Program Fees (see classes above). Members enjoy discounts to these fees, especially during the week. We have office hours from 10 AM to 3 PM weekdays, by appointment, and during weekend events. Weekend Events can run during the hours of 3-9PM Fridays, 11AM to 12 Midnight Saturdays, and 11AM to 9 PM Sundays. If alcohol is being consumed at these events, food service is required, either by a licensed caterer or private cook. We have two commercial-grade kitchens in our facility.

Perhaps a full liquor license for a 501(c)3 seems unusual, but I can site two examples in SE Wisconsin, that operate successfully under this model. One is the Oak Creek Community Center, and the other is Creekside Community Center in Evansville, WI. Staff has visited both of these facilities, and met with their staff. They operate in ways similar to us, although we each have our own unique opportunities and challenges. One of ours is regulating alcohol consumption at private events, especially weddings, where there is a large crowd and an open bar.

Since we are a Community Center, we offer very competitive fees, but require that our Building Users assist with clean-up of the spaces they use. This includes removing trash and recyclables, wiping down tables and counters, and appliances, and removing any food or drink from the building. This becomes especially challenging at the end of a wedding, when alcohol was served. We feel with the added revenue from sales of alcohol we could afford to hire additional staff (3-4 bartenders, bussers, or cleaners), to assist with recycling, dishwashing and cleanup. We also feel this would eliminate a lot of added waste, from use of plastic and paper cups, plates, etc. We have a commercial dish machine, our own glass drink-ware, and a diligent recycling program for glass, aluminum and clean paper.

Before, during or after FAC-sponsored concerts, we would sell drinks by the glass or container, with seating at bistro tables, lounge furniture, or outdoor patio chairs. It is a costly prospect to operate a large, historic building, but that is a large part of our mission. Think of us as a smaller version of the Stoughton Opera House, or the Pabst Theater: both iconic, historic buildings that have an adapted re-use, and are very popular entertainment destinations. We truly feel that this added revenue will help us to expand our free and low-cost programming to all citizens of Fort Atkinson, Jefferson County and beyond. I hope you will give our application serious consideration.

Sincerely,

Jill Kessenich, Penny Strom, Dominique Walsh, David Wegner, Lee Jahnke & David Westrick

CITY OF FORT ATKINSON RESERVE LIQUOR LICENSE QUESTIONNAIRE SUMMARY																			
Date Received	Business/ Applicant	New or Existing Business	Opened / Opening	Current Full-Time Staff	Current Part-Time Staff	Hiring Addtl Staff? Yes / No	Number of Addtl Staff	Menu	Premise: Previously Licensed Redevelopment New Structure	Weekly Hours	Total Hours Per Week	Total Seating Capacity Number	No. Interior Seating	No. Exterior Seating	Parking Public or Private	No. of Stalls Available	Pers Prop Taxes 2022	Real Estate Taxes 2022	Own or Lease Premise
11/2/2022	PaddyShack LLC PaddyShack Golf and Gaming Lounge	New	3/20/2023	0	0	Yes	2-3 FT 10-15 PT	Panini, pre-package, ice cream, snacks	Redevel: former floral and gift shop	10 a - 10 p Mon - Sun	84	100	100	Unknown	Public Street/Public Lot	30	Prior Owner: \$185 Other Bus.: \$561 Other Bus.: \$306	Prior Owner: \$5,695 Other Bus.: \$2,490 Other Bus.: \$9,066	Own
11/16/2022	Mr Brews Taphouse VIII, LLC Mr Brews Taphouse	Existing	Nov-16	10	10	Yes	3-4 FT 4-7 PT	Apps, Burgers, Salads, Sides, Beverages	Redevel: pre 2016	11 a - 9 p Sun-Thur 11 a - 10 p Fri-Sat	72	115	85	30	Private Shared On-site Lot	Not provided	\$1,580	\$83,890	Lease
11/17/2022	Rock River Heritage, Inc The Fort Atkinson Club Community Center	Existing	Jan-15	3	6	Yes	1 FT 3 PT	None. Catering brought in.	Redevel: remodel pre 2015	Office: 10-3 M-F Events: 3-9 F 11 a -12 a Sat 12 p - 9 p Sum	52	225	125	100	Public Street/Public Lot	84	\$0	\$0	Own