RECEIVED
JAN 25 2023
By

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 1/25/23 (mm dd yyyy) ending: 6/30/23 (mm dd yyyy)

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

County of Dane

Aldermanic Dist. No._____ (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number 456-1031206507-04	
FEIN Number 92-1474168	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$ 100.00
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$ 500.00
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 20.00
TOTAL FEE	$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
~~Four Children~~ Four Children

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)
Milton	Ryan	Michael	[redacted]
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 The Feiring Business Phone Number 608 514-6743
2. Address of Premises 419 E. Main St. Post Office & Zip Code 53589
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.)

The restaurant is located at 419 East Main Street in Stoughton, WI 53589. The restaurant is located on the first floor (street level) and in the basement there is storage/office space, refrigeration and prep space. The second level of the building is apartament space and is not involved with the restaurant at all. The first floor is roughly 22 ft X 60 ft and seats approximately 60 guests. The bar is about 25 ft long and is to the right of the room as seen in the attached map. Currently there are about 10-15 barstools. The only space allowed for the consumption of alcohol will be the first floor bar and tables. Primary storage of the liquor, beer, and wine will be on the first floor behind the bar. There is, however, a small locked office in the basement where extra higher value wine and liquor will be kept. Finally, there are about 4 or 5 beer keg lines that descend from the bar into a cooler below where the kegs and other beer that might not fit in the above coolers will be stored cold.

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? Cary Lazzaro

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

I need to complete this course.

7. Is the applicant an employe 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 12/27/2022 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.

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.)	Title/Member	Date
Milton, Ryan M	president	12/29/2022
Signature	Phone Number	Email Address
	608 514 6743	ryanmilton77@gmail.com

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
1/25/2023 CJC			
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)*		
Milton	Ryan	Michael		
Home Address (street/route)	Post Office	City	State	Zip Code
[redacted]		[redacted]	[redacted]	[redacted]
Home Phone Number	Age	Date of Birth	Place of Birth	
[redacted]	[redacted]	[redacted]	[redacted]	

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

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

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

☐ _____ of _____
(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? 20 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. _____
   (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☒ No
   If yes, identify.
   _____ *(Name of Wholesale Licensee or Permittee)* _____ *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
FJ Turner School Dist.	1231 E. Inmon PKwy Beloit, WI 53511	8/2014	present
Employer's Name	Employer's Address	Employed From	To
Columbus School Dist	200 W. School St. Columbus, WI 53925	8/2019	8/2019

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 Stoughton County of Dane

The undersigned duly authorized officer/member/manager of Four Children
(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

(Trade Name)

located at 419 E. Main St. Stoughton, WI 53589

appoints Ryan Milton [redacted]
(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? 70 years

Place of residence last year [redacted]

For: Four Children
(Name of Corporation / Organization / Limited Liability Company)

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

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

ACCEPTANCE BY AGENT

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

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

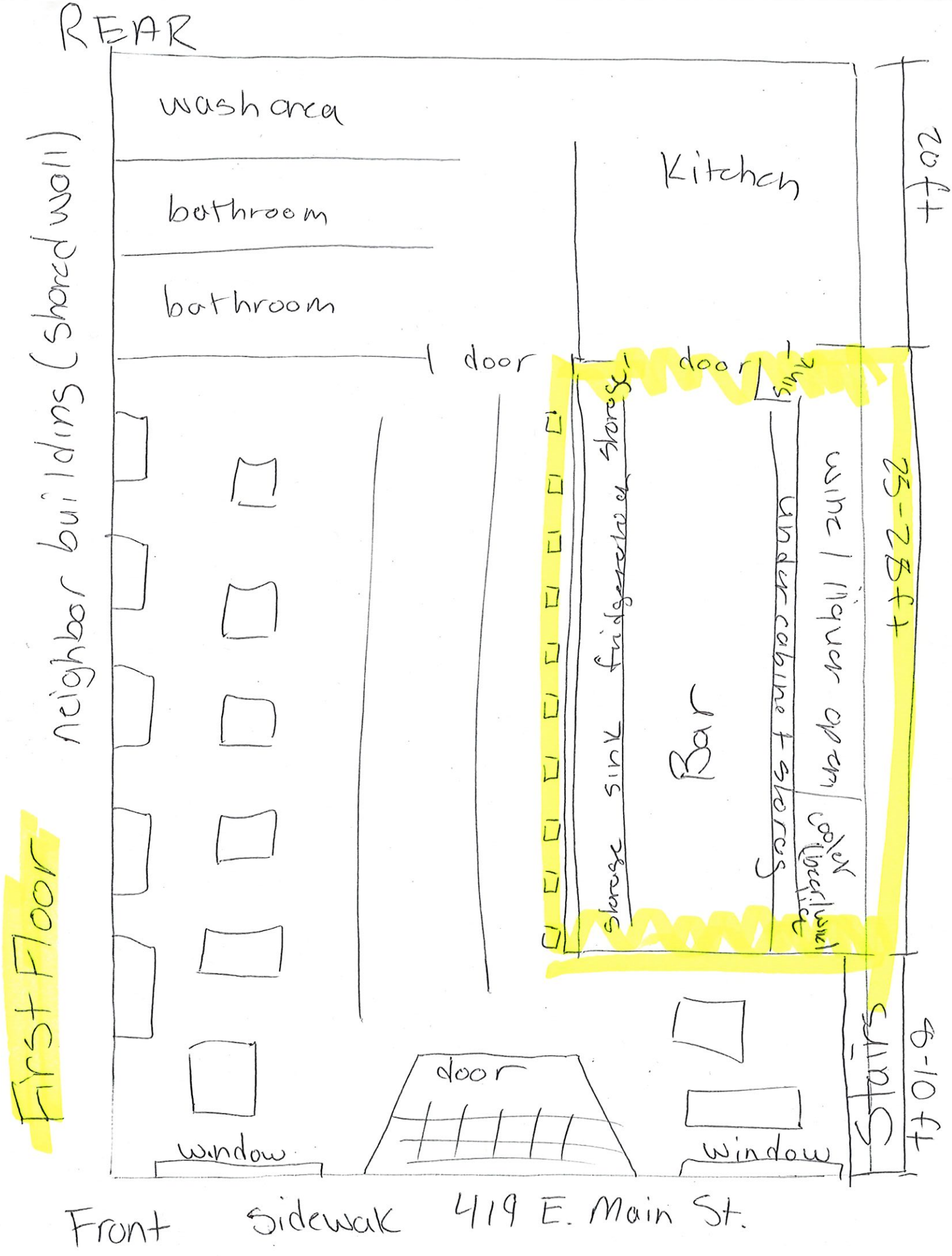
[signature] 1/25/23 Agent's age [redacted]

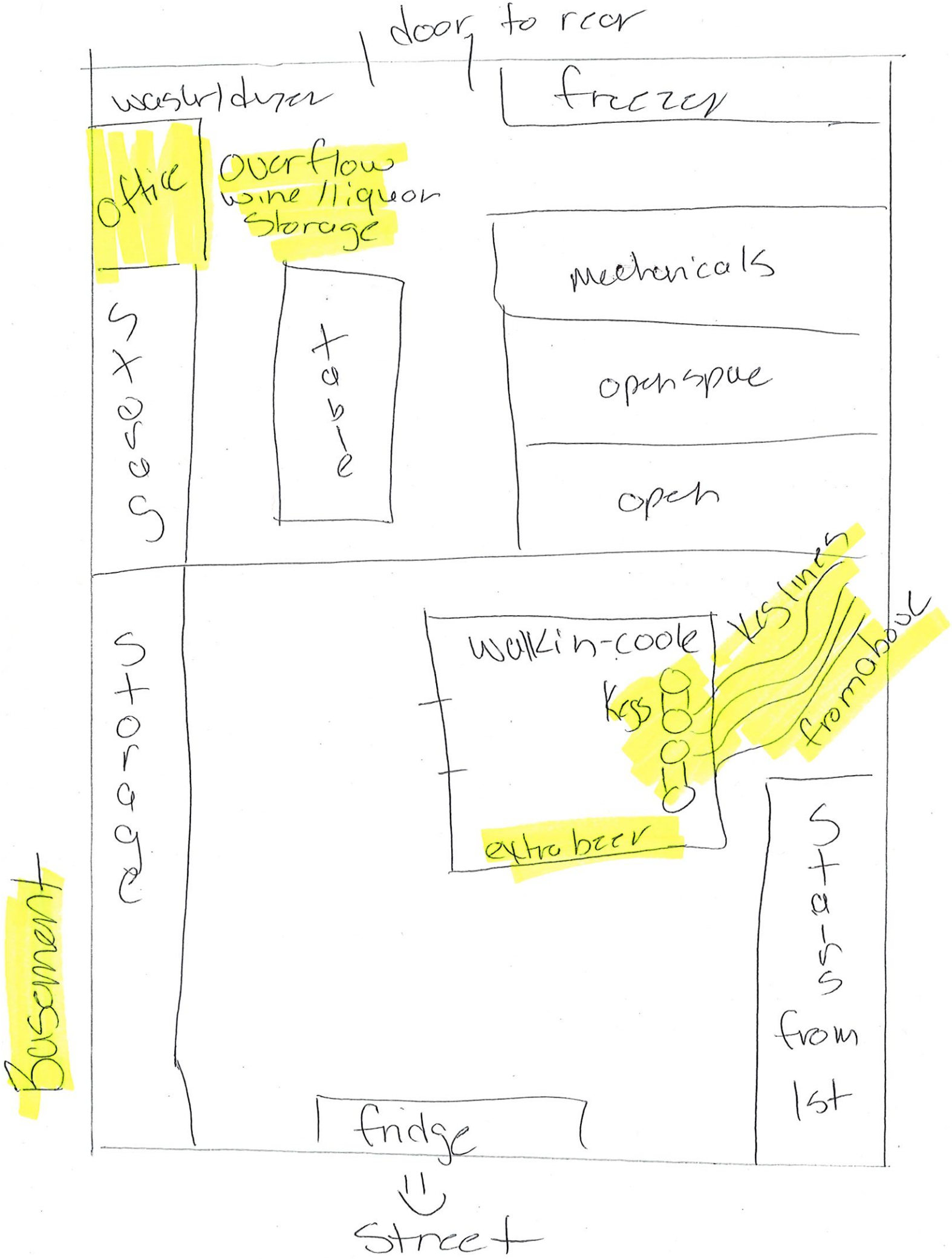
[redacted] Date of birth [redacted]
(Home Address of Agent)

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

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

Approved on 01/31st/23 (Date) by [signature] (Signature of Proper Local Official) Title Police Chief (Town Chair, Village President, Police Chief)


REAR
wash area
bathroom
bathroom
Kitchen
20 ft
neighbor buildins (shared wall)
door
door
sink
storage
fridgerator
storage
sink
Bar
undercabinet storage
wine / liquor open
cooler refrigerated
25-28 ft
First Floor
door
window
window
stairs
8-10 ft
Front sidewalk 419 E. Main St.


door to rear
washer/dryer
freezer
office
overflow wine/liquor storage
table
mechanicals
open space
open
storage
walk-in-cooler
kegs
extra beer
lines from bar
storage
stairs from 1st
fridge
Basement
Street

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: 608-327-0235
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

000038

Letter ID L0270057936

FOUR CHILDREN
1183 COLUMBUS CIR
JANESVILLE WI 53545-2526

Wisconsin Business Tax Registration Certificate

Expiration date: **December 31, 2024**

Legal/real name: **FOUR CHILDREN**

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1031206507-04
Withholding Tax	Withholding Tax	036-1031206507-02

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: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1612235216

FOUR CHILDREN
1183 COLUMBUS CIR
JANESVILLE WI 53545-2526

Wisconsin Department of Revenue Seller's Permit

Legal/real name: FOUR CHILDREN

Business name:

419 E MAIN ST
1
STOUGHTON WI 53589-1726

- 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	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031206507-04

360 TRAINING™ LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Ryan Milton

is awarded this certificate for

Wisconsin Responsible Beverage Server Training

Completion Date	Expiration Date	Certificate #
02/07/2023	02/06/2025	WI-00609496

Official Signature

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

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

DEPARTMENT OF HEALTH SERVICES
Division of Public Health
F-22559 (Rev.01/2020)

STATE OF WISCONSIN
Wis. Stat. § 134.66(2m)

EMPLOYEE TRAINING ACKNOWLEDGEMENT
LEGAL RESTRICTION ON TOBACCO SALES TO MINORS

Use of form: This is a required form. Personally identifiable information on this form is collected to determine compliance with the statutes and will only be used for that purpose.

Instructions: Sign form and retain on premises in personnel file.

Employee - Name (print)	Driver's License Number
Ryan Milton	[redacted]

Address	City, State, Zip
Online	Statewide, WI

Home Telephone	Date of Birth (Day, Month, Year)
[redacted]	[redacted]

Store Name	Store Number (if applicable)
Learn2Serve	

Name - Supervisor

I acknowledge (Choose one):

☒ I have successfully completed a responsible beverage server training course at a technical college that conforms to curriculum guidelines specified by the technical college system board or a comparable training course that is approved by the department or the educational approval board. (Wis. Stat. § 125.04)

☐ I have received training from my employer on compliance with Wis. Stat. § 134.66.

I further acknowledge:

☒ I understand that federal law prohibits selling tobacco products to any person under the age of 21. Failure to comply with these restrictions may result in a citation.

SIGNATURE - Employee

2/8/2023
Date Signed

SIGNATURE - Supervisor

Date Signed

RECEIVED
FEB 24 2023
CITY OF STOUGHTON

Restaurant Lease

This Lease Agreement (this "Lease") is dated March 01, 2023, by and between Richard Lazzaro ("Landlord"), and Four Children LLC ("Tenant"). The parties agree as follows:

RESTAURANT. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 1st floor restaurant and basement (the "Restaurant") located at 419 East Main Street, Stoughton, Wisconsin 53589.

TERM. The lease term will begin on March 01, 2023 and will terminate on June 01, 2023.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $2,000.00, payable in advance on the first day of each month, for a total lease payment of $6,000.00. Lease payments shall be made to the Landlord at 519 S. Page St, Stoughton, Wisconsin 53589, which address may be changed from time to time by the Landlord.

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

USE OF RESTAURANT. Tenant may use the Premises only for the purpose of conducting a restaurant or coffee shop business together with other uses normally and customarily incident to the operation of a restaurant or coffee shop. The Tenant shall not sell alcoholic beverages (except beer and wine if licensed) in the Restaurant with out the concerned liquor license. The Restaurant may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Restaurant not later than the first day of the extended absence.

The Tenant, Tenant's agents, employees and invitees, shall have the right to use the common areas and common facilities jointly with Landlord, Landlord's agents and employees, and other tenants (except such service areas as may be designated by Landlord for the exclusive use of a particular tenant or tenants) their agents, employees and invitees. All of such use of any of the common areas and common facilities shall be such as will not unreasonably obstruct or interfere with the joint use thereof, and shall be in compliance with all applicable laws, rules and regulations

SIGNS. Tenant shall install at its sole expense new awnings. Such awnings shall be installed in such locations as are approved by Landlord. The design and type of awnings shall be subject to the prior written approval of Landlord, which Landlord may grant in its sole discretion, it being understood that the Restaurant are part of an integrated and uniform building, and that control of exterior awnings and signs by Landlord is essential in order to maintain uniformity and aesthetic value in said building. Tenant agrees to submit to Landlord as soon as reasonably possible its outside elevation plans showing such proposed changes. Tenant shall maintain said awnings and signs in good condition and repair at all times, and shall hold Landlord harmless from injury to person or property arising from the erection or maintenance of said awnings and signs. Any sign placed in or upon the Restaurant, upon the written request of Landlord, shall be removed by Tenant at Tenant's expense upon the expiration or sooner termination of this lease, and all damage caused by the removal of such sign shall be fully repaired at the cost and expense of Tenant.

QUIET ENJOYMENT. The Landlord covenants that Landlord has lawful title to the above-described real property and the right to make this lease for the term aforesaid and, conditioned upon the prompt performance and observance by the Tenant, Tenant's agents and employees of all of the terms, covenants and conditions hereof required to be performed or observed by Tenant, Tenant's agents and employees, Tenant shall at all times during the term of this lease have the peaceable and quiet enjoyment of the Demised Restaurant.

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

PEST CONTROL. Tenant, at its sole expense, shall engage exterminators to control vermin and pests on a regular basis. Such extermination services shall be supplied in all areas where food is prepared, dispensed or stored and in all areas where trash is collected and deliveries are made.

JANITORIAL SERVICE. The Tenant shall provide regular janitorial service to the Leased Restaurant at its sole expense.

COVENANT AGAINST WASTE. Tenant agrees that Tenant will not commit waste in or upon the Restaurant or any portion thereof. The Tenant shall be responsible for the ventilation and cleanliness of the demised premises and for keeping the waste sewerage lines free from grease stoppages. Tenant shall be responsible for the professional removal of grease to avoid spillage and for grease recycling of shortening.

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

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

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

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

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

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

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

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

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

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

SIGNATURES AND NOTICE. This Lease shall be signed by the following parties. No notice under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:

LANDLORD:

Richard Lazzaro
President
419 East Main Street
Stoughton, Wisconsin 53589

TENANT:

Four Children LLC
President

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

LANDLORD:
Richard Lazzaro

By: _____ Date: 2/23/23
Richard Lazzaro
President

MICHELLE LUNDE NOTARY PUBLIC STATE OF WISCONSIN

Michelle Lunde
Michelle Lunde
exp. 3-23-25

TENANT:
Four Children LLC

By: _____ Date: 2/23/2023
Ryan Milton
President

MICHELLE LUNDE
NOTARY
PUBLIC
STATE OF WISCONSIN

Michelle Lunde
Michelle Lunde
exp. 3-23-25