BILL NO. R-26-09-26

RESOLUTION - R-87-26

A RESOLUTION APPROVING THE MUNICIPAL RIVERFRONT DEVELOPMENT DOWNTOWN DINING DISTRICT LIQUOR LICENSE AGREEMENT

WHEREAS, the City of Fort Wayne has created the Municipal Riverfront Development Project, known as the Downtown Dining District, to continue the current progress in the redevelopment of downtown; and

WHEREAS, Indiana Code 7.1-3-20, authorizes the issuance of certain, non-transferable permits to sell alcoholic beverages for on-premise consumption in a restaurant located on land or in a historic river vessel within a municipal riverfront development project; and

WHEREAS, to be considered for a recommendation for approval of a 221-3 Riverfront License from the Indiana ATC, an applicant submit a Downtown Dining District Liquor License Application and shall enter into a formal written agreement with the municipality; and

WHEREAS, Wunderwerk Group, LLC., applied for a Downtown Dining District Liquor License, a copy of which is attached hereto as Exhibit 2 and is prepared to enter into a formal written agreement with the City of Fort Wayne, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, the application and agreement meet the criteria established by Resolution R-106-15 as adopted by Common Council;

NOW, THEREFORE, BE IT RESOLVED, The Common Council of The City of Fort Wayne, Indiana:

Section1. That the City of Fort Wayne Common Council hereby approves the "Downtown Dining District" agreement between The City of Fort Wayne and Wunderwerk Group, LLC.,., and hereby provides the required local recommendation to the Indiana Alcohol and Tobacco Commission for a 221-3 Riverfront license to be issued to Wunderwerk Group, LLC., and

Section 2. That this resolution shall be in full force and effect from and after its passage and approval by the Mayor, unless rescinded by resolution by this legislative body.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

Exhibit 1 Agreement

CITY OF FORT WAYNE
AGREEMENT
WITH ROOTBEER THOUGHTS, LLC.
REGARDING AN APPLICATION FOR A RIVERFRONT LIQUOR LICENSE

This Agreement (the "Agreement") is entered as of the Effective Date (as hereinafter defined) by the City of Fort Wayne, Indiana (the "City") and, Wunderwerks Group LLC, ("Applicant") (the City and Applicant being collectively referred to herein as the "Parties"), regarding the establishment proposed at 1825 W. Main Street, Fort Wayne, IN 46808. The Parties, in consideration of the mutual covenants, obligations and agreements set forth herein, agree as follows:

WHEREAS, Fort Wayne Common Council Ordinance R-105-15 (the "Ordinance") provides that all applicants seeking a Riverfront liquor license as described in Ind. Code 7.1-3-20-16 shall enter into a formal agreement with the City; and

WHEREAS, the Parties desire to enter into this Agreement to encourage: (a) downtown revitalization; (b) expansion and strengthening of the downtown dining landscape; and (c) riverfront development; and

WHEREAS, the Applicant will be investing in the development and construction of a dining establishment within the boundaries of the municipal riverfront development area;

NOW, THEREFORE, for and in consideration of the mutual considerations hereinafter set forth, the parties hereto agree as follows:

1. **Purpose of the Agreement**. The purpose of this Agreement is to establish the mutually contemplated and agreed upon requirements for initial and annual renewal recommendations for the Applicant's Riverfront liquor license.

2. **Definitions**.

a. The "Application" means the Downtown Dining District Liquor License Application, dated April 15, 2026, a copy of which is attached hereto as Exhibit A and incorporated hereby by reference.

b. "Permit" means the Applicant/Permit Holder's type 221-3 Riverfront Liquor License as issued by the Indiana Alcohol and Tobacco Commission.

c. "Effective Date" means the date on which the second of the Parties executes the Agreement.

3. **Term of the Agreement**. This Agreement shall commence on the Effective Date and shall continue until such time as the permit is lost, revoked, or not renewed.

4. **Responsibilities of Applicant**. Applicant has made certain representations and covenants to the City in the Application regarding the planned Permit premises, including the amount of private sector investment, and the type of establishment planned. Applicant represents and covenants that it will use its best efforts to continuously maintain in all material respects the following Eligibility Requirements and District Requirements:

Eligibility criteria:

a. The focus of operation will be on a dining, entertainment or cultural experience rather than solely an alcohol consumption experience.
b. The establishment is not and will not convert to be a private club, nightclub, or adult entertainment venue.

District Requirements:

a. Establishments receiving permits within the Downtown Dining District are required to achieve within thirty-six (36) calendar months following the date on which applicant's business is open to the public, and thereafter maintain, an annual ratio of non-liquor sales to total sales of at least 25%.
b. The licensed establishment will be actively open for business and fully operational a minimum of 210 days per year.
c. The Applicant shall comply with all local and ATC application and renewal procedures.
d. The Applicant shall contribute to the Economic Improvement District for the Downtown Area of the City of Fort Wayne ("Downtown Improvement District"), annual dues in the amount of Three Thousand Five Hundred Dollars ($3500.00).

5. **Reporting Obligations of Applicant.**

a. The Applicant shall submit to the City documentation of compliance including the following reports:
    i. A revenue report indicating the total annual non-liquor and liquor sales.
    ii. A report indicating the total number of days open during the last year, along with a schedule of current operating hours.
    iii. Proof of payment to the Downtown Improvement District for the annual Downtown Dining Association dues.

b. Annual compliance reports will be submitted to the City during the term of the agreement, no later than 90 days prior to the annual renewal date of the establishment's permit.

c. Applicant agrees to provide supplemental and/or clarifying information and data which the City may request in writing after reviewing the information submitted by Applicant pursuant to sub paragraph a. of this Section 5, within fifteen (15) days following City's request.

Applicant shall certify under oath the accuracy of all information submitted to the City under this Section 5.

6. **Non-Compliance:** If the City determines in its sole discretion that the Applicant is not in compliance with the requirements of this Agreement in any material respect, the City may, following thirty (30) days written notice to Applicant which shall provide the Applicant an opportunity to explain the reasons for the noncompliance and the opportunity to cure, take any action the City deems appropriate, including the following steps:

a. Termination of this Agreement

b. Notice to the Indiana Alcohol and Tobacco Commission of non-compliance with the agreement, including a request for non-renewal of the Applicant's permit.

c. A copy of the notice in Section 6 item b., above provided to the local ATC board and Excise office, requesting a recommendation to the state ATC office for non-renewal of the Applicant's permit.

Applicant hereby forever releases the City and the Downtown Improvement District, their directors, officers, employees, agents, representatives, departments and divisions, from any and all claims, demands, liabilities or causes of action of every kind and nature, whether now existing or hereafter arising, both known and unknown, which Applicant has or may have against the City or the Downtown Improvement District which is in any manner related to the termination of this Agreement by the City or the Applicant for any reason.

7. **Notice to Parties**. Any notice, statement or other communications sent to the City or the Applicant shall be sent to the following addresses, unless otherwise specifically advised.

To the City of Fort Wayne:

Malak Heiny – City of Fort Wayne
200 East Berry St., Suite 430
Fort Wayne, IN 46802
PH: (260) 427-1124
e-mail: Malak.Heiny@cityoffortwayne.org

To :

Wunderwerks Group LLC
John Kuker
1825 W. Main Street
Fort Wayne, IN 46808
PH: 260-450-0981
e-mail: john@wunderwerkbrewing.com

8. **Authority to Bind**. Notwithstanding anything in this Agreement to the contrary, the signatory for the Applicant represents that he/she has been duly authorized by the Applicant to execute this Agreement and to bind the Applicant to each of the representations, covenants, and obligations of Applicant contained herein.

9. **Amendment of this Agreement**. This Agreement or any portion hereof may only be amended by a writing executed by the Parties.

10. **Assignability**. The Applicant shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be withheld at the City's discretion.

11. **Remedies not impaired**. No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence thereto.

12. **Compliance with Laws**. The Applicant agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in Applicant's performance under this Agreement.

Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, Applicant shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person's race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Applicant affirms under the penalties of perjury that the Applicant does not knowingly employ an unauthorized alien. The Applicant affirms under the penalties of perjury that the Applicant has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Applicant agrees to provide documentation to the State of Indiana that the Applicant has enrolled and is participating in the E-Verify program. Additionally, the Applicant is not required to participate if the Applicant is self-employed and does not employ any employees. The City may terminate for default if the Applicant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

13. **Governing Laws**. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Suit, if any, shall be brought in a court of applicable jurisdiction situated in Allen County, Indiana.

14. **Entire Agreement**. This Agreement, entered into of even date herewith, and any attachments hereto, contain the entire understanding of the Parties and this Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter enclosed herein and contemplated hereby.

15. **Indemnification and Release**. The Applicant shall indemnify, defend and hold harmless the City and the Downtown Improvement District and their divisions, department, directors, officers, employees, representatives and agents (collectively, the "Indemnitees") from and against all claims, demands, charges, lawsuits, costs and expenses (including legal costs and attorney's fees) caused by or associated with any act or omission of the Applicant and/or any of its contractors, subcontractors, vendors, suppliers, employees, representatives, licensees, invitees and/or authorized agents in connection with (a) the design, development, construction, operation, management and control of the Facility and (b) any and all activities of every kind and nature which occur in, on or about the Facility. Neither the City nor the Downtown Improvement District shall provide any indemnification hereunder to the Applicant. The Applicant hereby forever releases Indemnitees and each of them from any and all claims, demands

and charges, of every kind and nature, both known and unknown, whether now existing or hereafter arising, that Applicant has or may at any time in the future have against Indemnitees, or any of them, under this Agreement. In no event shall the City or the Downtown Improvement District be liable for any direct, indirect, special, incidental, consequential or punitive damages, costs or expenses arising from any act or omission to act by any party relating in any manner to this Agreement, the Application "as amended" or the activities described herein or therein or contemplated hereby or thereby. The covenants contained in this Section 18 shall survive the expiration or termination of the Agreement for any reason.

16. **Severability**. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the dates entered below.

The City of Fort Wayne

By: _____ Date: _____, 20___
Sharon Tucker - Mayor

Wunderwerk Group LLC

By:

_____ Date: _____, 20___
John Kuker

Exhibit 2 Application

CITY OF FORT WAYNE

SHARON TUCKER, MAYOR

Downtown Dining District Liquor License Application

Business Entity Making this Application: Wunderwerk Brewing Company

Applicant's Name: John Kuker

Applicant's Address: 1825 W Main Street City: Fort Wayne State: IN Zip: 46808

Applicant's Phone (daytime): 2604500981 Email: john@Wunderwerkbrewing.com

Please include a thorough narrative for each of the items below:

1. Provide description (including renderings) of plans you have to improve the facility in which you will operate

2. The expected timetable for work and business commencement

3. Explain the overall concept and unique features of the proposed establishment

4. Describe the level of control and participation the owners will have in the day-to-day operation of the business.

5. Explain how your operation plans to focus on a dining, entertainment or cultural experience rather than an alcohol consumption experience

6. Describe how your venue/operation will draw people to Downtown Fort Wayne

7. Provide information regarding the proposed permit holder's related experience

Permits are not transferable and any renewal is subject to compliance with the terms of the agreement with the City of Fort Wayne. The permits shall not be pledged as collateral or subject to any lien judgment, property settlement agreement, or third party claim.

Downtown Dining District - Liquor License Application
Eligibility Requirements and Evaluation Criteria

The Downtown Dining District is a project district where 3-way liquor licenses are made available to eligible dining, entertainment, and cultural establishments as a way to encourage dining in Downtown Fort Wayne. This District was made possible via state legislation and an Ordinance passed by the City of Fort Wayne Council that designated the District and adopted eligibility requirements.

Eligibility Requirements:
In addition to complying with all building, health, zoning laws, ordinances and all rules and regulations of the Indiana State Alcohol and Tobacco Commission (ATC), and local, state, and federal government's applicants must also meet the following local requirements annually in order to be eligible to apply or renew:

1. Applicant's establishment must be located within the Downtown Dining District boundaries.

2. The focus of operation must be on a dining, entertainment or cultural experience rather than solely an alcohol consumption experience.

3. The establishment cannot be a private club, nightclub, or adult entertainment venue.

4. Fees: Applicant must submit a $1,000 non-refundable application fee with application.

District Requirements:
Applicants will enter into a formal written agreement with the City of Fort Wayne committing to ongoing compliance with the following district requirements, including annual reporting, and verification of compliance.

1. Establishments receiving Riverfront liquor licenses within the Downtown Dining District are required to maintain and annual ratio of non-liquor sales to total sales of at least 25%.

2. The licensed establishment will be actively open for business and fully operational during a minimum of two hundred ten (210) days per year.

3. The Applicant shall comply with all local and ATC application and renewal procedures.

4. Annual dues in the amount of $3500 must be paid for membership in the *Downtown Dining Association,* payable through the Downtown Improvement District.

Evaluation Criteria:
The recommendation to support the state permit application will be based on how strongly the applicant meets the following criteria:

1. Granting of the license will benefit the purposes of the district, i.e. to become a cultural and dining destination in Downtown Fort Wayne.

2. Granting of the license and the business activity will not be detrimental to the property values and business interest of others in the district.

The above criteria will be evaluated on the following:

1. The Physical Location
2. The Business Plan
3. Reputation/Experience of Ownership

Attachments to include:

1. A copy of your completed Indiana State form entitled "Application for New or Transfer Permit" along with any attachments. (Please redact any personal Social Security numbers)
2. A signed copy of this Application, including the Applicant's Certification
3. A copy of your business plan
4. A check made payable to the City of Fort Wayne in the amount of $1,000.

Submit this form and all attachments to: City of Fort Wayne – Community Development, Attention: Andrea Robinson, PhD - Downtown Dining District, 200 E. Berry Street - Suite 320, Fort Wayne, IN 46802.

Responses to Downtown Dining District Liquor License Application Questions

1. Provide description (including renderings) of plans you have to improve the facility in which you will operate

To create a welcoming and comfortable space, we have engaged 3 Feather Custom Woods, a local woodworking and carpentry business, to design and build a new wooden bar area at Wunderwerk Brewing Company. We believe in working with talent in Fort Wayne to help us create a community atmosphere. The new bar area will be opened by removing two half walls, allowing for more space and movement. The patio will be updated as well, to create relaxing outdoor space for food and beverage consumption, which will also serve as a designated dog-friendly dining area. The interior will receive a fresh color of paint and have new dining furniture, which will also be designed and created by 3 Feather Custom Woods. For the rest of the renovations to the taproom we have engaged Design Collaborative, a Fort Wayne based design firm, who is in the process of completing the final design elements.

2. The expected timetable for work and business commencement

The intent is to begin brewing beer in early September due to our Alcohol and Tobacco Tax and Trade Bureau license (TTB) having been approved on August 27th, 2026. The taproom's official opening date is set for early November.

3. Explain the overall concept and unique features of the proposed establishment

The brewery is designed to be a modern take on a German beer hall. Communal seating and community centered engagement. The plan is to create a space that is designed to bring friends, neighbors, and strangers together.

4. Describe the level of control and participation the owners will have in the day-to-day operation of the business.

The owners are also the brewers. They will be at the brewery every day confirming the quality of the product and assisting with day-to-day operations as needed.

5. Explain how your operation plans to focus on a dining, entertainment or cultural experience rather than an alcohol consumption experience

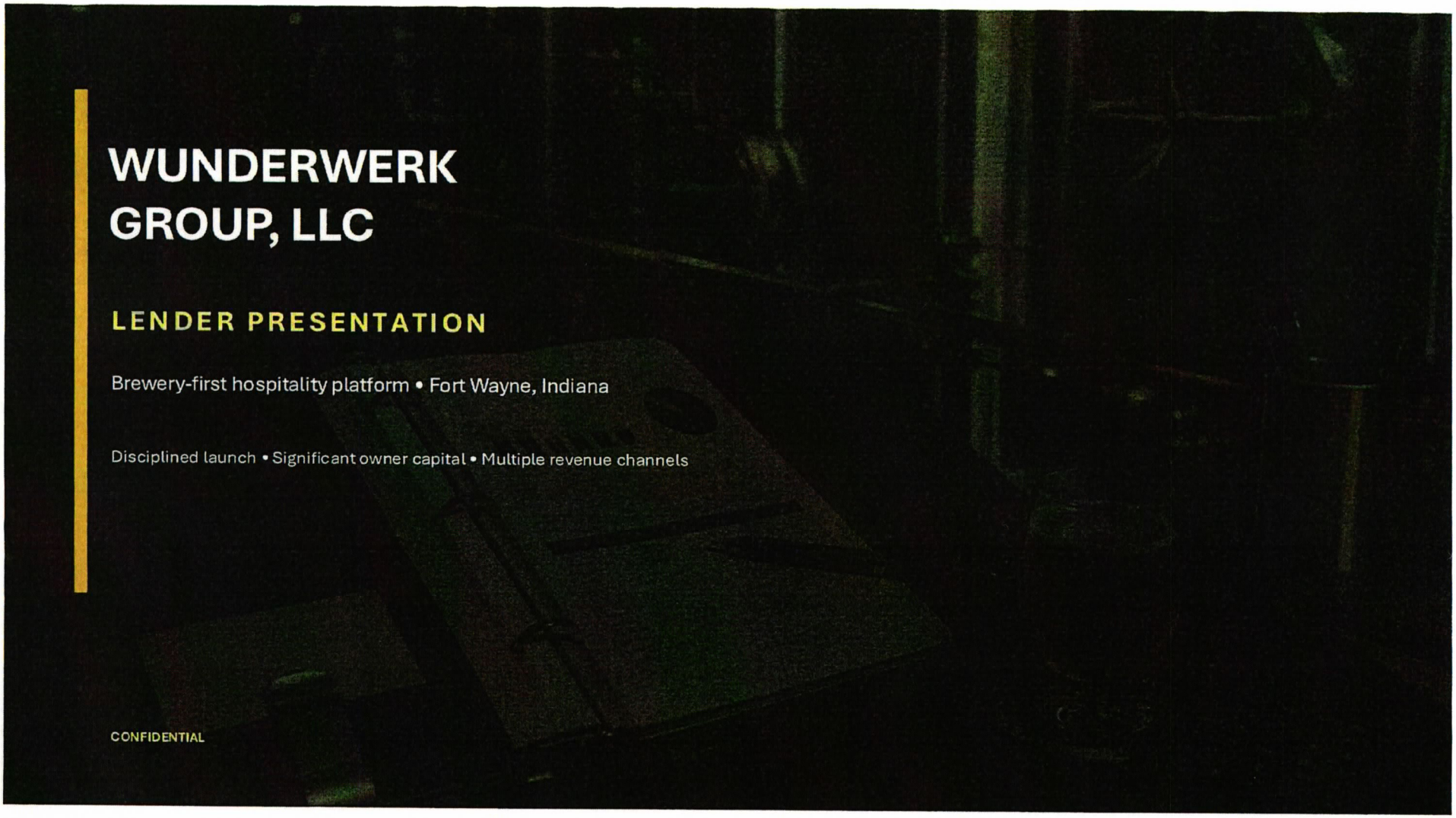
With Fort Wayne's rich German history, the brewery is to serve as a nod to its cultural past, as well as an embrace of the city's future. The space is designed with the diverse community in mind, which is why there will be not only German food provided, but also a variety of cuisines. Spanning from the traditional German Jägerschnitzel (a thin meat cutlet topped with a savory mushroom gravy) to classic American bar foods, while also keeping vegetarian and vegan options on the menu. Wunderwerk Brewing Company will attract those living in neighboring areas to Fort Wayne by being the only restaurant in the city that provides an authentic German food experience. Our existing relationship with the German Heritage Society will help the brewery to remain authentic and to be a place of celebration and gathering for the local community. In addition, we are in the process of purchasing the building in which the taproom is located and intend, along with the other tenant of the buildings, Velocity Human Design and Optimization, to activate the west end of Main Street with music, biking and running events, festivals, and other family friendly activities.

6. Describe how your venue/operation will draw people to Downtown Fort Wayne

Fort Wayne and the surrounding area is largely German in demographic. The Wunderwerk Brewing Company would be the only venue in the area with consistent German food. It will also be a fun and welcoming place for people to meet and socialize. The activities described in the previous paragraph, along with collaboration with our Main Street neighbors, are all intended to make the newly reopened west end of Main Street a hub of activity.

7. Provide information regarding the proposed permit holder's related experience

Combined, the brewers at Wunderwerk Brewing Company have over 15 years of industry experience. Their appreciation for Fort Wayne's local culture, personal German heritage, and connection to the German Heritage society solidifies their commitment to creating a space, where quality food and refreshing beer is consistently served.



WUNDERWERK GROUP, LLC

LENDER PRESENTATION

Brewery-first hospitality platform • Fort Wayne, Indiana

Disciplined launch • Significant owner capital • Multiple revenue channels

CONFIDENTIAL

Financing request and credit thesis

Proposed structure is a liquidity backstop, not a substitute for owner equity.

PROPOSED FACILITY

$100K–$150K

Working capital / completion facility

OWNER CAPITAL

$430K

$80K invested + $350K committed

TARGETED GRANT

$30K

Not relied on until committed

OPENING RESERVE

$121K

Before any lender facility

Why this is a financeable launch

- Substantial owner capital is invested ahead of debt.
- Brewing equipment is already purchased; remaining uses focus on completion and launch.
- Base plan excludes event revenue and does not rely on unpaid bartender coverage.
- High-margin taproom beer anchors repayment capacity as traffic develops.
- Management uses phased labor, a rolling cash forecast, and expansion hurdles.

Facility purpose

Preserve liquidity through the launch ramp, absorb timing variance in pre-opening costs, and avoid forcing premature cuts to the brewery's core operating capacity.

Final amount, term, collateral, and draw mechanics remain subject to lender discussion.

Ownership and management alignment

Founder-operators retain 99% of the company; executive sponsorship provides capital and governance support.

JK

John Kuker

69.5%

Brewing • Production • Quality

CD

Casey Dazey

29.5%

Cellar • Packaging • Product

DK

Dave Kuker

1.0%

Capital • Strategy • Governance

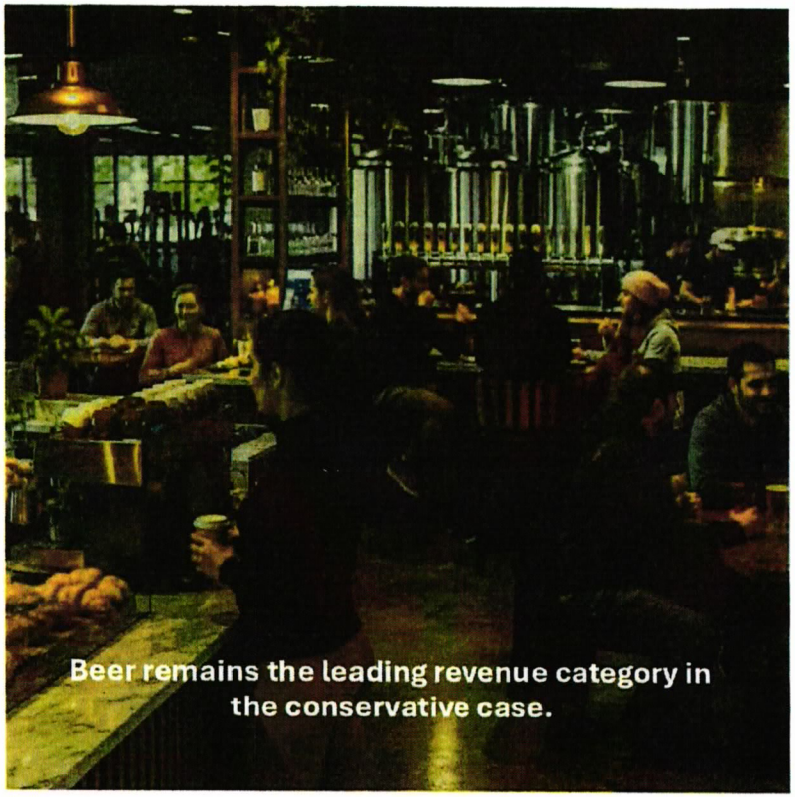
Operating alignment

- John and Casey each budgeted at $60,000 annual salary.
- Chef-partner structure aligns culinary compensation with food revenue.
- 6-barrel expansion requires cash, demand, quality, and cellar-capacity approval.

A brewery-first model with diversified dayparts

Every supporting revenue stream is designed to reinforce the beer brand and improve facility utilization.

MORNING	**Coffee + bakery**	Gym-related demand
DAY / EVENING	**Taproom + food**	High-margin direct beer
OFF-PREMISE	**Distribution**	Regional brand reach
ALL DAYPARTS	**Cocktails + merchandise**	Broader group appeal



Facility and operating assets

Core production assets are in place; remaining capital is focused on installation, infrastructure, and customer-facing completion.



2,500 sq. ft.

brewery + hospitality footprint

40 seats

taproom capacity

3 BBL

launch brewhouse

6 + 2

fermenters + bright tanks

Full kitchen

chef-partner rollout

Outdoor space

future beer-garden advantage

Remaining uses are completion-oriented rather than a ground-up equipment purchase.

Disciplined Year 1 production plan

200 barrels protect taproom margin while establishing a measured distributor presence.



65% Taproom	**30%** Distribution	**3%** Marketing	**2%** QC / loss
130 BBL	60 BBL	6 BBL	4 BBL

TAPROOM BEER REVENUE

$225,680

~8 BBL pours per calendar day

DISTRIBUTION REVENUE

$30,000

$500 planning revenue per BBL

YEAR 2 OBJECTIVE

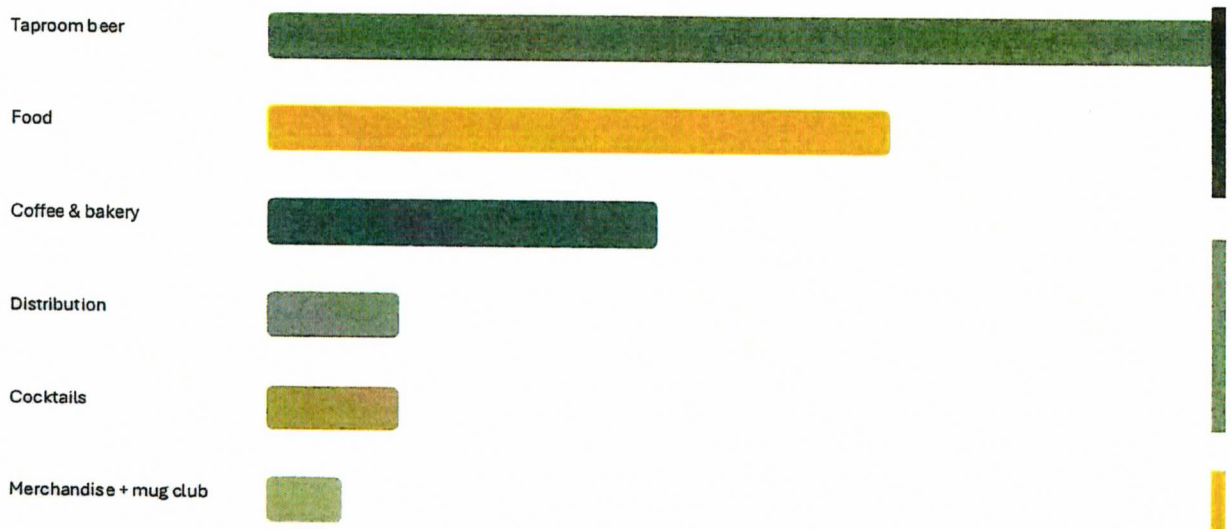
300 BBL

6 BBL upgrade only after hurdles

Expansion gate: quality + demand + cellar capacity + protected cash reserve

Conservative Year 1 revenue plan

The base case is deliberately not dependent on event revenue.



TOTAL REVENUE

$536,680

$90K

GROSS MARGIN

72.6%

$389,464 gross profit

EVENT REVENUE

$0

Upside only, not in base case

Beer-related revenue totals $255,680 before merchandise and food attach.

Capitalization and remaining uses

Owner capital funds the majority of the project before any lender proceeds.

CAPITAL SOURCES

Already contributed	$80K
Additional committed	$350K
Targeted grant	$30K
Total capitalization	**$460K**

REMAINING USES

Taproom improvements	$100K
Professional fees	$50K
Electrical / glycol / install	$65K
Inventory / insurance / opening	$60K
Total remaining uses	**$275K**

ESTIMATED OPENING WORKING CAPITAL

$121,000

Before any lender facility

$16K current cash + $350K future capital + $30K grant − $275K remaining uses

Three-case operating and liquidity outlook

The conservative case is survivable but tight; the lender facility creates resilience during the ramp.

Metric	Conservative	Target	Strong
Revenue	$536,680	$725,000	$850,000
Gross profit	$389,464	$526,350	$616,250
EBITDA	($114,536)	$1,350	$61,250
Year-end cash	$6,464	$122,350	$182,250

Liquidity lens A $100K–$150K facility would preserve operating runway in the downside case without changing the core equity-funded project structure.

Repayment path and lender protections

Repayment capacity is built through margin, labor discipline, and gated growth, not aggressive Year 1 distribution volume.



Complete	Ramp	Stabilize	Repay	Expand
Fund remaining installation and customer-facing completion	Build coffee, food, and taproom traffic with phased labor	Reach approximately $694K launch-year revenue break-even	Use operating cash flow and preserved liquidity for scheduled debt service	Approve 6 BBL system only after cash and coverage thresholds

Management controls

13-week cash forecast • weekly labor review • department contribution reporting • capital approval gates

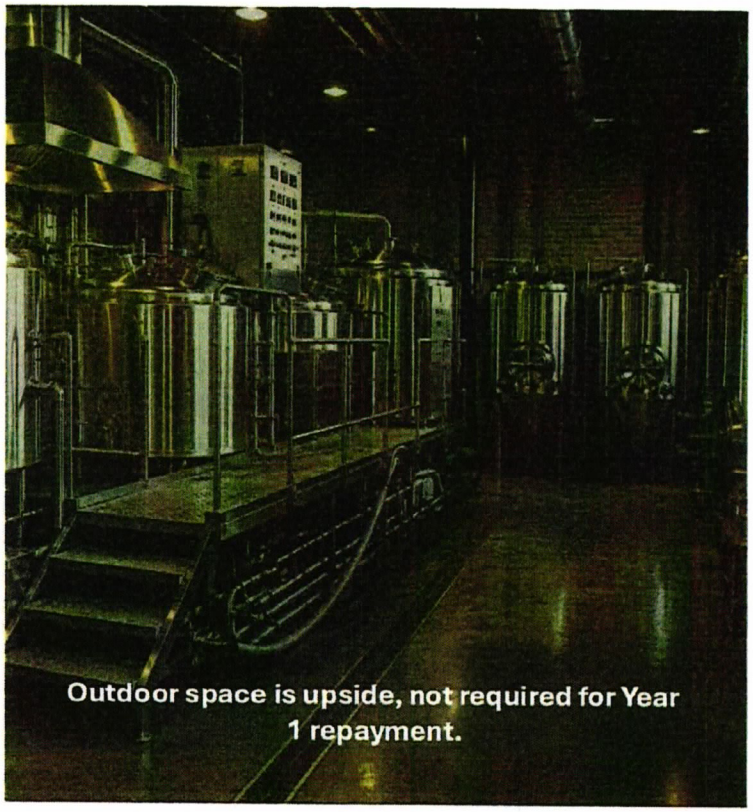
Base plan debt policy

Treat lender proceeds as working-capital protection; do not fund the Year 2 brewhouse upgrade until operating performance supports it.

Key risks are identifiable and actively managed

The operating plan converts major execution risks into specific monitoring and response actions.

Slow revenue ramp	Phase hours and delay hiring
Food underperformance	Focused menu and contribution analysis
Coffee conversion	Track gym-linked transactions
Distribution economics	Protect taproom inventory and margin
Premature expansion	Require cash, demand, and quality hurdles



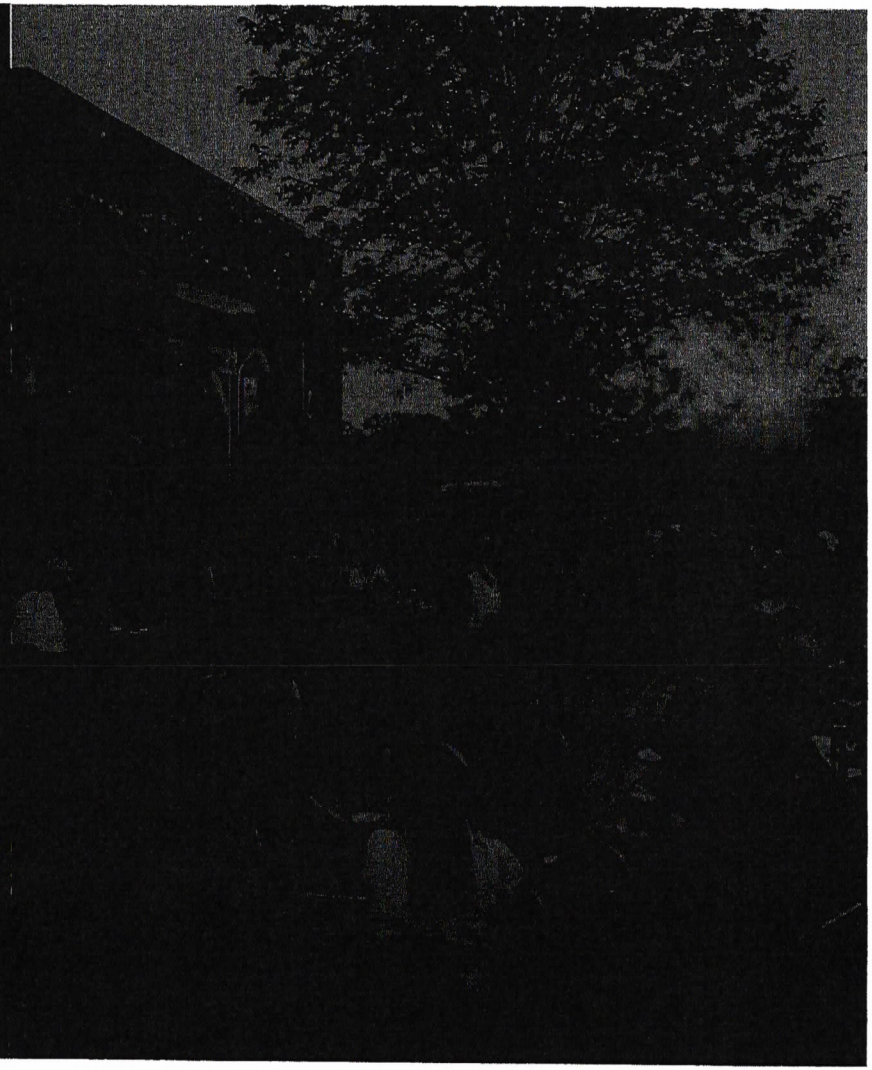
WUNDERWERK GROUP, LLC

A disciplined brewery launch with meaningful owner support

Proposed lender discussion

- $100K–$150K working capital / completion facility
- Final structure subject to lender terms and collateral review
- Use of proceeds focused on liquidity resilience
- Owner capital remains the primary project funding source

Brewery first. Community rooted. Built for lasting owner value.



APPLICANT'S CERTIFICATION

I hereby certify that all information in this application and all information furnished in support of this application are true and complete to the best of the Applicant's knowledge and belief.

I understand that the project described in this Application may **not** receive a Downtown Liquor License.

I certify that I have read and understand and agree to the above eligibility requirements and evaluation criteria. I further understand and agree to enter into a formal written agreement regarding the aforementioned district requirements, to be approved by the City of Fort Wayne Common Council and the Mayor.

I hereby release and discharge the City of Fort Wayne, together with their respective subsidiaries, affiliates, employees, agents, directors and other related parties, from any and all rights and obligations, duties, claims, debts, actions, causes of action or liabilities arising out of, or relating to, the seeking or receipt of a Downtown Dining District Liquor License pursuant to this Project Application and related documents.

Applicant's Signature: _____ Date: 08/31/2026

Printed Name: John Kuker Title: Owner






BREWING COMPANY



DIGEST SHEET

TITLE OF RESOLUTION: A Resolution Approving a Municipal Downtown Dining District Liquor Formal Written Commitment for Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company

DEPARTMENT REQUESTING RESOLUTION: Economic Development

SYNOPSIS OF RESOLUTION: This resolution requests approval of a Municipal Downtown Dining District Liquor License Formal Written Commitment for Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company, located at 1825 West Main Street, in the building which formerly housed Junk Ditch Restaurant. Approval will establish the City's requirements for the business to operate under the Downtown Dining District Liquor License program and support alcoholic beverage service in connection with its operations.

EFFECT OF PASSAGE: Approval will authorize Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company to operate under a Downtown Dining District Liquor License at 1825 West Main Street, subject to the terms of the Formal Written Commitment and all applicable Downtown Dining District rules. The approval will allow alcoholic beverage service as part of the business's operations.

EFFECT OF NON-PASSAGE: Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company will not be authorized to operate under a Downtown Dining District Liquor License at 1825 West Main Street. This may limit the business's ability to offer alcoholic beverage service under the Downtown Dining District program.

ASSIGNED TO COMMITTEE:

MEMORANDUM

TO: Fort Wayne City Council

FROM: Andrea R Robinson, PhD; Economic Development

DATE: September 16, 2026

RE: Request for Approval of a Municipal Riverfront Development Downtown Dining District Liquor License Agreement—Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company

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BACKGROUND

Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company has submitted a request for approval of a Downtown Dining District Liquor License and the associated Formal Written Commitment for Wunderwerks Brewing Company at 1825 West Main Street in the building which formerly housed Junk Ditch Restaurant. The Brewery is designed to be a modern take on a German Beer hall with a plan to create communal seating and community centered engagement.

REQUEST

The request seeks City Council approval to authorize Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company to operate Wunderwerks Brewing Company under a Downtown Dining District Liquor License at 1825 West Main Street. Approval would allow for the service and consumption of alcoholic beverages in accordance with Downtown Dining District regulations, the terms of the Formal Written Commitment, and all applicable state and local laws.

The license would be subject to Downtown Dining District standards and any conditions established in the Formal Written Commitment.

COMPLIANCE AND OVERSIGHT

Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company will be required to comply with:

- All Downtown Dining District rules and regulations
- The approved Formal Written Commitment
- Applicable Indiana Alcohol and Tobacco Commission requirements
- All local ordinances governing alcohol service and public safety

Failure to comply with these requirements may result in enforcement action or revocation of authorization, consistent with City policy.

RECOMMENDATION: Approval of the resolution authorizing a Downtown Dining District Liquor License and Formal Written Commitment for Wunderwerks Group, LLC, d/b/a Wunderwerks Brewing Company, located at 1825 West Main Street, finding the request to be consistent with Downtown Dining District goals, existing policy, and public benefit considerations.

BILL NO. R-26-09-26

REPORT OF COMMITTEE ON REGULATIONS
October 13, 2026

Rohli Booker Chair
Scott Myers Co-Chair
All Council Members

A Resolution approving the Municipal Riverfront Development Downtown Dining District Liquor License agreement

Wunderwerk Brewing Company

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

COUNCIL MEMBER	DO PASS	DO NOT PASS	ABSTAIN
BENDER			
BOOKER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			

JOHN D. MCGAULEY
CITY CLERK

Public Hearing Date: N/A
Read the first time in full and on motion by Councilperson Booker.
Read the second time by title and referred to the Regulations Committee.
Read the third time in full and on motion by Councilperson Booker, placed on passage by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
BENDER	☒	☐	☐	☐
BOOKER	☒	☐	☐	☐
CHAMBERS	☒	☐	☐	☐
ENSLEY	☐	☒	☐	☐
FREISTROFFER	☐	☐	☐	☒
HARTMAN	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
MYERS	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

DATED: October 13, 2026

JOHN D. MCGAULEY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-26-09-26 on the 13th day of October , 2026

ATTEST:

JOHN D. MCGAULEY
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th of October 2026, at the hour of 9:20 o'clock A.M. E.S.T.

JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 14th day of Oct. 2026, at the hour of 12:05 o'clock p.m. E.S.T.

SHARON TUCKER, MAYOR

Fort Wayne Indiana
Office of the City Clerk
OCT 14 2026
RECEIVED