

K.
36.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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2007-0081	Communication	In Committee
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Stipulation In the Matter of the Complaint Against Columbus Club of West Allis, Inc., Dale Millikin, Agent, d/b/a Knights of Columbus at 1800 S. 92 St., dated February 1, 2007.

Introduced: 2/27/2007

Controlling Body: License & Health Committee

COMMITTEE RECOMMENDATION

POF

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>4-17-07</u>			Barczak				
			Czaplewski	✓			
		✓	Dobrowski	✓			
			Kopplin	✓			
			Lajsic				
			Narlock	✓		✗	
			Reinke				
	✓		Sengstock	✓			
			Vitale				
			Weigel				
			TOTAL	<u>54</u>	<u>-</u>	<u>0</u>	<u>-</u>

SIGNATURE OF COMMITTEE MEMBER

Kurt Kopplin _____
 Chair Vice-Chair Member

COMMON COUNCIL ACTION *place in file*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>4-17-07</u>			Barczak				✓
			Czaplewski	✓			
			Dobrowski	✓			
	✓		Kopplin	✓			
		✓	Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	<u>9</u>	<u>-</u>	<u>-</u>	<u>1</u>

unanimous

RECEIVED

FEB - 6 2007

CITY OF WEST ALLIS
CLERK/TREASURER

NICHOLAS F. LUCAS
1919 - 1989

of Counsel

PAUL M. MURPHY

LUCAS & WILKOSKI
ATTORNEYS AT LAW

2230 South 108th Street
West Allis, Wisconsin 53227
FAX (414) 546-2990

Telephone (414) 546-3777

NICHOLAS F. LUCAS, JR.
THOMAS C. WILKOSKI
E-Mail: twilkoski@sbcglobal.net

February 1, 2007

MEMBERS OF THE LICENSE
AND HEALTH COMMITTEE
City of West Allis
11301 West Lincoln Avenue
West Allis, WI 53227

RE: Complaint against Columbus Club of West Allis, Inc.

Dear Sir/Madam:

Please be advised that your attorney, Barry Book, has authorized me to communicate with you directly. Therefore, I am herewith submitting to you for your consideration our proposed "Stipulation and Order to Take Action." In addition thereto, I am going to request that all interested parties participate in an informal closed session meeting Tuesday, February 27, 2007, at 6 p.m. Please note that I have already communicated this request to your attorney, Barry Book, who has indicated he has no objection. I would like to stress that I believe we have come up with a solution to the problem that led to the shooting incident at the Knights of Columbus on June 30, 2006. You will note that paragraph 5 of our proposal indicates that we agree to "closely monitor future rental requests for non-traditional type events. Licensee will utilize an application form (Exhibit B attached)...." Exhibit B attached to the proposal indicates we will in the future require a \$3,000 deposit for non-traditional events, especially those that involve the distribution of alcoholic beverages. We believe this requirement will help us avoid non-traditional events like the one on June 30, 2006.

If this letter prompts any questions or concerns, please feel free to contact me prior to February 27, 2007.

It is my understanding that Attorney Book will be providing the members of the License and Health Committee with his proposal.

It is my hope with the input of the Committee we can come up with a mutually agreeable solution. Thank you for your consideration.

Very truly yours,



Thomas C. Wilkoski

TCW/d
Enclosures
cc: Atty. Barry Book

**WEST ALLIS COMMON COUNCIL
LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

**COLUMBUS CLUB OF WEST ALLIS, INC.
d/b/a KNIGHTS OF COLUMBUS
Dale Millikin, agent**

Defendant.

STIPULATION AND ORDER TO TAKE ACTION

WHEREAS, on or about October 5th, 2006, the City of West Allis filed a Complaint against the Columbus Club of West Allis, Inc. (hereinafter referred to as "Licensee"), Dale Millikin, agent, for purposes of requesting a hearing on the suspension, revocation or non-renewal of its Class B Intoxicating Liquor and Class B Fermented Malt Beverage Licenses, pursuant to the provisions of Section 125.12, Wis. Stats.; and

WHEREAS, the Complaint was served on Licensee on or about November 21st, 2006;
and

WHEREAS, this matter was the subject of a meeting with the City of West Allis License and Health Committee on November 28th, 2006; and,

WHEREAS, the parties hereto have engaged in negotiations in an effort to resolve this matter; and

WHEREAS, the parties have reached an agreement to resolve this matter, and

WHEREAS, the parties agree to resolve their differences as follows:

1. Licensee shall voluntarily close all its bar facilities for a period not to exceed 45 days. Such closure will commence on _____ and will continue until such time as the 45 days are served. Days of suspension shall be served based on Licensee's booking schedule. (See Schedule A attached hereto.)
2. The Police Department will monitor the events at the licensee's premises.
3. In the event that the licensee intends to provide services to any funeral homes for luncheons following services, the licensee shall obtain permission from the police chief or his designee to serve alcohol at such function if a patron requests alcohol to be served. If this occurs, then an additional day of suspension will be added to the days already served to that date.
4. During the period of suspension, the licensee shall close off and lock the main bar area and all outer bar areas from the rest of the business.
5. Licensee agrees to closely monitor future rental requests for non-traditional type events. Licensee will utilize an application form (Exhibit B attached) before actually granting a leasing contract for non-traditional events.
6. Any violation of the above-referenced terms and conditions may result in an additional suspension, revocation or non-renewal by the License and Health Committee of the licensee's Class B intoxicating liquor and Class B fermented malt and beverage licenses.

COLUMBUS CLUB OF WEST ALLIS:

By: _____
Richard Cannistra,
Board President

WEST ALLIS COMMON COUNCIL
LICENSE & HEALTH COMMITTEE:

By: _____
Dale Millikin,
Registered Agent

By: _____
Kurt E. Kopplin,
Chairman

The following dates will be considered as closed events to fulfill the 45 day suspension. The facility may be opened on these days to host events but no alcohol will be served and the bars will be locked off. The 45 days as noted will be if suspension will commence on February 11, 2007 and will end on May 30, 2007. The only exception would be if licensee hosts a funeral luncheon on one of the pre-determined closed dates, then a day of closure will be added at the end of the suspension to fulfill the entire 45 day period.

February 15,16,17,19,21, 22, 24, 28	8 Days
March 5,7 ,8,12 ,16 ,19, 21, 22, 26, 28, 29, 30	12 "
April 1,4,7,8,10,12,18,19,20,25,26,29	12 "
May 2,6,8,10,13,16,17,18,23,24,27,29,30	<u>13</u> "
Total	45 Days

EXHIBIT 'A'

**Columbus Club of West Allis
1800 South 92nd Street West Allis, WI 53214**

**Application for Leasing of Facility
for
Non-Traditional Events**

Name of Lessee _____
Address _____
Phone Number _____
Type of Event _____
Date of Event _____

Questions:

How many people are you expecting? _____
Approximate age of persons attending? _____
What type of entertainment is planned? _____
Will there be advanced advertising? _____
What is planned to limit attendance so
as not to exceed maximum capacity? _____
Are you planning to sell advance
admission or collect at the door? _____

The Columbus Club of West Allis in order to assure the safety of its customers and personnel has a policy of requiring additional information from persons desiring to lease it's facility for what is considered non-traditional events. Such events to be described as but not limited to Heavy Metal Band Concerts, Hip Hop Concerts etc.

These type events will necessitate the need for a private security force to be present. Such security will be hired by the Columbus Club and the cost of such service will be paid by lessee.

In addition a security deposit of \$3000.00 will be required to be paid at least 10 days prior to the event. If it becomes necessary due to unruly crowd control that services of the West Allis Police Dept. are required then the cost of this police service will be paid for out of the lessee deposit. If no violation regarding unruly crowd control occurs the lessee's deposit will be returned in full no less than 3 days following the event.

Lessee agrees that Columbus Club in order to control maximum capacity of its facility reserves the right to have one of its personal man the admittance table if advanced tickets are not sold. Also once maximum capacity is reached lessee agrees that absolutely no one will be allowed to congregate in the parking lot of Columbus Club in the attempt to enter its facility. This will be strictly enforced by the security personnel on duty.

Lessee acknowledges that this application must be reviewed by the Board of Directors of Columbus Club before an actual lease agreement can be entered into.

Lessee Signature _____ Date _____

Club Mgr. Signature _____ Date _____

EXHIBIT 'B'

RECEIVED

FEB - 6 2007

CITY OF WEST ALLIS
CLERK/TREASURER

LUCAS & WILKOSKI
ATTORNEYS AT LAW

2230 South 108th Street
West Allis, Wisconsin 53227
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NICHOLAS F. LUCAS
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PAUL M. MURPHY

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E-Mail: twilkoski@sbcglobal.net

February 1, 2007

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West Allis, WI 53227

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Very truly yours,



Thomas C. Wilkoski

TCW/d
Enclosures
cc: Atty. Barry Book

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LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS**

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COLUMBUS CLUB OF WEST ALLIS:

By: _____
Richard Cannistra,
Board President

WEST ALLIS COMMON COUNCIL
LICENSE & HEALTH COMMITTEE:

By: _____
Dale Millikin,
Registered Agent

By: _____
Kurt E. Kopplin,
Chairman

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1800 South 92nd Street West Allis, WI 53214**

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Lessee Signature _____ Date _____

Club Mgr. Signature _____ Date _____

EXHIBIT 'B'



CITY CLERK/TREASURER OFFICE

Paul M. Ziehler
*City Administrative Officer
Clerk/Treasurer*

Rosemary West
*Treasurer's Office Supervisor
Senior Accountant*

Monica Schultz
Assistant City Clerk

414/302-8200
414/302-8207 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

www.ci.west-allis.wi.us

February 19, 2007

Dale F. Millikin, Agent
Columbus Club of West Allis, Inc.
d/b/a Columbus Club of West Allis
1800 S. 92 St.
West Allis, WI 53214

Dear Mr. Millikin:

The Chairman of the License & Health Committee orders that you appear at its meeting on Tuesday, February 27, 2007, at 6:00 P.M., in Room 128, West Allis City Hall, 7525 W. Greenfield Ave., with regards to an incident on July 1, 2006.

Sincerely,

Monica Schultz
Assistant City Clerk

/amn

cc: Dale F. Millikin
Dale E. Lachacz
Gerald G. Falk
Thomas C. Wilkoski



7525 West Greenfield Avenue
West Allis, Wisconsin 53214-4688



CITY CLERK/TREASURER OFFICE

Paul M. Ziehler
*City Administrative Officer
Clerk/Treasurer*

Rosemary West
*Treasurer's Office Supervisor
Senior Accountant*

Monica Schultz
Assistant City Clerk

414/302-8200
414/302-8207 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

www.ci.west-allis.wi.us

February 19, 2007

Dale E. Lachacz
3601 S. Top O Hill Dr.
New Berlin, WI 53151

Dear Mr. Lachacz:

The Chairman of the License & Health Committee orders that you appear at its meeting on Tuesday, February 27, 2007, at 6:00 P.M., in Room 128, West Allis City Hall, 7525 W. Greenfield Ave., with regards to an incident on July 1, 2006.

Sincerely,

A handwritten signature in cursive script that reads "Monica Schultz/amm".

Monica Schultz
Assistant City Clerk

/amm

cc: Dale F. Millikin
Dale E. Lachacz
Gerald G. Falk



CITY CLERK/TREASURER OFFICE

Paul M. Ziehler
*City Administrative Officer
Clerk/Treasurer*

Rosemary West
*Treasurer's Office Supervisor
Senior Accountant*

Monica Schultz
Assistant City Clerk

414/302-8200
414/302-8207 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

www.ci.west-allis.wi.us

February 19, 2007

Gerald G. Falk
2475 Greylog Ln.
New Berlin, WI 53151

Dear Mr. Falk:

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Sincerely,

Monica Schultz
Assistant City Clerk

/amn

cc: Dale F. Millikin
Dale E. Lachacz
Gerald G. Falk