

35.
2.
37.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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2006-0723 Communication In Committee

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. *introduced 12-19-06*

Introduced: 12/19/2006

Controlling Body: License & Health Committee

Held 12-19-06

COMMITTEE RECOMMENDATION

POF

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>4-17-07</u>			Barczak				
			Czaplewski	X			
		✓	Dobrowski	X			
			Kopplin	X			
			Lajsic				
			Narlock			X	
	✓		Reinke				
			Sengstock	X			
			Vitale				
			Weigel				
			TOTAL	<u>45</u>		<u>1</u>	

SIGNATURE OF COMMITTEE MEMBER

Kurt Kopplin

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

PLACE ON FILE

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>APR 17 2007</u>			Barczak				✓
			Czaplewski	✓			
			Dobrowski	✓			
	✓		Kopplin	✓			
			Lajsic	✓			
			Narlock	✓		15	
			Reinke	✓			
		✓	Sengstock	✓			
			Vitale	✓	5		
			Weigel	✓	5		
			TOTAL	<u>9</u>	<u>0</u>	<u>0</u>	<u>1</u>

**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., d/b/a Knights of Columbus (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, Licensee has agreed that the complaint herein provides a sufficient basis upon which the City can take action against its license and thus hereby admits that there have been violations which justify the voluntary closure as delineated herein; and

WHEREAS, Licensee is aware, and has been advised, that any further unruly or disorderly conduct situations on the premises will cause the issuance of another Complaint to suspend, revoke or not renew its Class B Intoxicating Liquor and Class B Fermented Malt Beverage Licenses.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto that:

1. Licensee shall voluntarily close its business for a period of 90 days. Said closure shall commence on December 24th, 2006, and shall continue through May 28th, 2007, as shown on the following suspension dates:

- December 24, 25, 27, 28, 29
- January 3, 4, 7, 8, 17, 18, 20, 21, 22, 25, 27, 29, 31
- February 3, 4, 5, 7, 8, 11, 15, 16, 17, 18, 19, 21, 22, 24, 25, 26, 28
- March 3, 4, 5, 7, 8, 10, 12, 16, 17, 18, 19, 21, 22, 24, 25, 26, 28, 29, 30, 31
- April 1, 2, 4, 7, 8, 10, 12, 14, 15, 18, 19, 20, 22, 23, 25, 26, 28, 29, 30
- May 2, 5, 6, 7, 8, 10, 13, 14, 16, 17, 18, 20, 21, 23, 24 and 27

2. During the time period of the suspension, Licensee may remain open for business. However, during this period, Licensee may not serve, give away, sell and/or allow the consumption of alcohol on the premises for any purpose, including private parties and regular business meetings of Licensee.

3. The Police Department will periodically send an officer to monitor the situation at scheduled events. Licensee has an agreement with Bevsek and Schaff Funeral Homes to provide luncheons after services. In the event of a funeral luncheon, the agent for Licensee may call the Chief of Police or his designee to request special written permission to provide alcohol (if requested) at a funeral luncheon. If this occurs, an additional suspension day for each luncheon at which alcohol is provided will be included at the end of this time period.

4. During the period of suspension, Licensee shall close off and lock the main bar and all the outer bar areas from the rest of the business and remove all alcohol from the secondary bar.

5. Regardless of the voluntary closure, the following shall be conditions under which Licensee shall retain its annual Class B Intoxicating Liquor and Class B Fermented Malt Beverage Licenses:

THESE CONDITIONS SHALL CONTINUE INDEFINITELY AND BE REVIEWED ON AN ANNUAL BASIS BY THE LICENSE AND HEALTH COMMITTEE AS NECESSARY.

A. Licensee shall place a security deposit of \$3,000 on deposit with the City of West Allis Finance Department to be kept in a separate account. If an event occurs in which an extraordinary amount of police resources are utilized, the bill for police services will be deducted from this deposit.

B. Licensee shall closely monitor each rental request to prevent future problems. If necessary, security guards will be hired by Licensee. Security guards will be stationed at all doors in the main hall, main bar area and parking lot. Lessees will not be permitted to hire or provide their own security.

C. Licensee shall not allow lessees to charge a cover charge at the door for any disk jockey event held on the premises. In the event a cover charge is required for any disk jockey event, Licensee shall be responsible for collecting said charges personally.

D. Licensee agrees that the Chief of Police has determined that Licensee was in violation of the City of West Allis Nuisance Ordinance and will be billed in the future for any and all extraordinary police services.

6. Any violation of the above-referenced terms and conditions of this agreement may result in an additional suspension period, revocation or non-renewal by the License and Health Committee of Licensee's Class B Intoxicating Liquor and Class B Fermented Malt Beverage Licenses.

KNIGHTS OF COLUMBUS:

By: Dale J. Millikin
Dale Millikin,
Registered Agent
12-14-06

WEST ALLIS COMMON COUNCIL
LICENSE & HEALTH COMMITTEE:

By: _____
Kurt E. Kopplin,
Chairman

P. O. Address
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
(414)302-8450

L/Cheryl/L&H/KnightsOfColumbus/Stip & OrdeKnightsOfColumbus