



City of West Allis

Meeting Agenda

License and Health Committee

Aldersperson Vincent Vitale, Chair
Aldersperson Suzzette Grisham, Vice-Chair
Alderspersons: Rosalie L. Reinke, Daniel J. Roadt, and Tracy Stefanski

Tuesday, April 20, 2021

7:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

RECESS MEETING - APPEARANCE

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [2021-0217](#) Minutes (draft) of the License & Health Special meeting of March 16, 2021 and minutes of the recess meetings of April 7 & 20, 2021

D. NEW AND PREVIOUS MATTERS

New Matters for Introduction

3. [2021-0216](#) 2020-2022 Operator's License (Bartender/Class D Operator) application of Thomas E. Brokmeier
4. [2021-0247](#) Request to amend premises of Antigua Latin Restaurant, LLC, located at 6207 W. National Ave., for an outdoor extension of premises, a pedlet, to include alcohol service (2021-2022 Class B Tavern License)
5. [2021-0255](#) Police Department Report regarding tavern violations/calls for service for the month of March 2021

F. ADJOURNMENT



All meetings of the License and Health Committee are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NOTICE OF POSSIBLE QUORUM

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

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City of West Allis

Meeting Minutes

License and Health Committee

Aldersperson Vincent Vitale, Chair

Aldersperson Suzzette Grisham, Vice-Chair

Alderspersons: Rosalie L. Reinke, Daniel J. Roadt, and Tracy Stefanski

Tuesday, March 16, 2021

5:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

SPECIAL MEETING (draft minutes)

A. CALL TO ORDER

The meeting was called to order by Chair Vitale at 5:00 p.m.

B. ROLL CALL

Present 5 - Vitale, Grisham, Reinke, Roadt, and Stefanski

Others present: Peter G. Agnos, Nicole M. DeBack, Attorney Vincent Bobot, Jasminder Singh, Gurinder Nagra, Simranjeet S. Benipal, Nicholas Cerwin, Assistant City Attorney, Rebecca Hammock, Assistant City Attorney, and Rebecca Grill, City Administrator/Clerk.

C. APPROVAL OF MINUTES

[2021-0183](#)

Minutes (draft) of the License & Health Committee meetings of February 23, 2021, and March 2, 2021.

A motion was made by Roadt, seconded by Reinke, that this matter be Approved. The motion carried unanimously.

D. NEW AND PREVIOUS MATTERS

[2021-0200](#)

2020-2022 Operator's License (Bartender/Class D Operator) application of Kathleen Slater

A motion was made by Roadt, seconded by Grisham, that this matter be Recommended For Approval. The motion carried unanimously.

[2021-0117](#)

Class B Tavern License, for the July 1, 2020 to June 30, 2021 Licensing Period for Peter G. Agnos, d/b/a 84th Classic Cafe, 1650 S. 84 St. (new-nonexisting location)

Appearance by Peter G. Agnos.

A motion was made by Grisham, seconded by Reinke, that this matter be Recommended For Approval. The motion carried unanimously.

[2021-0112](#)

Class B Tavern License, for the July 1, 2020 to June 30, 2021 Licensing Period for DeBacks Wrestling Taco LLC, d/b/a Wrestling Taco, 1606 S. 84 St., West Allis, WI 53214; Agent Nicole M. DeBack (new-nonexisting location)

Appearance by Nicole M. DeBack.

A motion was made by Grisham, seconded by Reinke, that this matter be Recommended For Approval. The motion carried unanimously.

[2021-0116](#)

Combination "Class A" Retailer License for the sale of Fermented Malt Beverages and Intoxicating Liquor, for the July 1, 2020 to June 30, 2021 Licensing Period for Express Liquor LLC, d/b/a Express Liquor, 8530 W. Greenfield Ave., West Allis, WI 53214; Agent Jasminder Singh (new-existing location)

Appearance by Attorney Vincent Bobot and Jasminder Singh.

A motion was made by Grisham, seconded by Stefanski, that this matter be Recommended For Approval. The motion carried unanimously.

[2021-0139](#)

Class "A" Retailer License for the sale of Fermented Malt Beverages, for the July 1, 2020 to June 30, 2021 Licensing Period for State Fair Petro Mart Inc., d/b/a State Fair Petro Mart, 8404 W. Greenfield Ave., West Allis, WI 53214; Agent Gurinder Nagra (new-nonexisting location, gas station)

Appearance by Attorney Vincent Bobot and Gurinder Nagra.

This matter was Held.

[2021-0172](#)

Class "A" Retailer License for the sale of Fermented Malt Beverages, for the July 1, 2020 to June 30, 2021 Licensing Period for Fast Fuel Convenience 2 LLC, d/b/a Fast Fuel Convenience, 6000 W. National Ave., West Allis, WI 53214; Agent Simranjeet S. Benipal (new-nonexisting location, gas station)

Appearance by Simranjeet S. Benipal. Mr. Benipal asked to amend his application from a Combination "Class A" Retailer License to a Class "A" License and agreed to surrender this license on June 30, 2021.

A motion was made by Grisham, seconded by Reinke, that this matter was Recommended for Approval as Amended to be changed to a Class "A" license and to be surrendered on June 30, 2021. The motion carried by the following vote:

Aye: 3 - Vitale, Grisham, and Reinke

No: 2 - Roadt, and Stefanski

[2021-0110](#)

Police Department Report regarding tavern violations/calls for service for the month of February 2021

A motion was made by Stefanski, seconded by Grisham, that this matter be Recommended to be Placed on File. The motion carried unanimously.

E. ADJOURNMENT

The meeting adjourned at 6:02 p.m.



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City of West Allis

Meeting Minutes

License and Health Committee

Aldersperson Vincent Vitale, Chair

Aldersperson Suzzette Grisham, Vice-Chair

Alderspersons: Rosalie L. Reinke, Daniel J. Roadt, and Tracy Stefanski

Wednesday, April 7, 2021

8:20 PM

City Hall, Room 128
7525 W. Greenfield Ave.

RECESS MEETING - APPEARANCE

A. CALL TO ORDER

The meeting was called to order by Chair Vitale at 8:20 p.m.

B. ROLL CALL

Present 5 - Vitale, Grisham, Reinke, Roadt, and Stefanski

Others present: Kail Decker, City Attorney, Richard Pfaff, Assistant City Administrator, Rebecca Grill, City Administrator/Clerk, Bob Leischow, Health Commissioner, Paul & Kristine Budiac and Tedrick Timmons.

C. NEW AND PREVIOUS MATTERS

35. [O-2021-0030](#) Ordinance to Require Face Coverings in Public Places

Sponsors: Tenorio

A motion was made by Grisham, seconded by Stefanski, that this matter was Postponed indefinitely. The motion carried by the following vote:

Aye: 5 - Vitale, Grisham, Reinke, Roadt, and Stefanski

No: 0

36. [O-2021-0192](#) Ordinance to remove Special Event Permit exemption for Class B licensees

Sponsors: Aldersperson Lajsic

A motion was made by Grisham, seconded by Stefanski, that this matter was Recommended for Passage. The motion carried by the following vote:

Aye: 5 - Vitale, Grisham, Reinke, Roadt, and Stefanski

No: 0

37. [R-2021-0198](#) Resolution to waive late fees for alcohol beverage license renewal applications expiring on June 30, 2021

Sponsors: Aldersperson Vitale

A motion was made by Grisham, seconded by Stefanski, that this matter was Recommended For Adoption. The motion carried by the following vote:

Aye: 5 - Vitale, Grisham, Reinke, Roadt, and Stefanski

No: 0

38. [2021-0175](#) Class B Tavern License, for the July 1, 2020 to June 30, 2021 Licensing Period. The Candle Company LLC, d/b/a The Candle Company, 8100 W. National Ave., West Allis, WI 53214; Agent Tedrick Timmons (new-nonexisting location)
- A motion was made by Stefanski, seconded by Grisham, that this matter be Approved as Amended, to allow the sale and consumption of wine only, per Section 12(m) of the City Code. The motion carried unanimously.**
39. [2021-0222](#) Class "B" Temporary Extension application for Paulie's Pub and Eatery, LLC, Kristine Budiak, Agent, d/b/a Paulie's Pub and Eatery, 8031 W. Greenfield Ave., for premises extension due to COVID, June 1 thru November 30, 2021, (all of Paulie's Pub and Eatery parking lot, with tent, food, and outdoor music) Second (2nd) permit application for 2020-2021 & 2021-2022 license years
- This matter was Held.**
40. [2021-0216](#) 2020-2022 Operator's License (Bartender/Class D Operator) application of Thomas E. Brokmeier
- A motion was made by Stefanski, seconded by Grisham, that this matter be recommended for denial based on the applicant's record having violations that are substantially related to the licensed activity and the Clerk's Office was directed to send a letter allowing the applicant an opportunity to appear before the License & Health Committee to show competent evidence of rehabilitation. The motion carried unanimously.**
41. [O-2021-0031](#) Ordinance to create seasonal extension of licensed premises to replace temporary expedited extension of premises
- Sponsors:** Kuehn
- This matter was Held.**
42. [O-2021-0024](#) Ordinance to combine various entertainment-related licenses into single public entertainment license creating Section 9.037, repealing and recreating section 9.08, and repealing sections 9.032, 9.033, 9.034, 9.05, 9.06, 9.10, and 9.105
- Sponsors:** Alderperson Lajsic and Alderperson Haass
- A motion was made by Grisham, seconded by Stefanski, that this matter was Recommended for Passage. The motion carried by the following vote:**
- Aye:** 5 - Vitale, Grisham, Reinke, Roadt, and Stefanski
- No:** 0
8. [R-2021-0186](#) Resolution condemning violence against minorities of all factions of society and society as a whole
- Sponsors:** Tenorio, Alderperson Lajsic, Alderperson Grisham, Alderperson Haass, Alderperson Reinke, Alderperson Weigel and Alderperson Vitale
- A motion was made by Stefanski, seconded by Vitale, that this matter was Recommended For Adoption As Amended. The motion carried by the following vote:**

Aye: 5 - Vitale, Grisham, Reinke, Roadt, and Stefanski

No: 0

D. ADJOURNMENT

The meeting adjourned at 9:56 p.m.



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City of West Allis

Meeting Minutes

License and Health Committee

Aldersperson Vincent Vitale, Chair

Aldersperson Suzzette Grisham, Vice-Chair

Alderspersons: Rosalie L. Reinke, Daniel J. Roadt, and Tracy Stefanski

Tuesday, April 20, 2021

7:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

RECESS MEETING - APPEARANCE (draft)

A. CALL TO ORDER

The meeting was called to order by Chair Vitale at 8:21 p.m.

B. ROLL CALL

Present 5 - Vitale, Grisham, Reinke, Roadt, and Stefanski

Others present: Rebecca Grill, City Administrator/Clerk and Bob Leischow, Health Commissioner.

C. APPROVAL OF MINUTES

1. [2021-0217](#) Minutes (draft) of the License & Health Special meeting of March 16, 2021 and minutes of the recess meeting of April 7, 2021

No action taken.

D. NEW AND PREVIOUS MATTERS

New Matters for Introduction

3. [2021-0216](#) 2020-2022 Operator's License (Bartender/Class D Operator) application of Thomas E. Brokmeier

A motion was made by Grisham, seconded by Stefanski, that this matter be Recommended For Approval. The motion carried unanimously.

4. [2021-0247](#) Request to amend premises of Antigua Latin Restaurant, LLC, located at 6207 W. National Ave., for an outdoor extension of premises, a pedlet, to include alcohol service (2021-2022 Class B Tavern License)

A motion was made by Grisham, seconded by Reinke, that this matter be Recommended For Approval. The motion carried unanimously.

5. [2021-0255](#) Police Department Report regarding tavern violations/calls for service for the month of March 2021

A motion was made by Grisham, seconded by Stefanski, that this matter be Placed on File. The motion carried unanimously.

F. ADJOURNMENT

A motion was made to adjourn the meeting at 8:37 p.m. The motion carried.



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LEASE AGREEMENT

This Lease Agreement is made and entered into on 4/7/2021, 2021, by and between the City of West Allis, a municipal corporation, with principle offices at 7525 West Greenfield Avenue, West Allis, Wisconsin, (hereafter called the "City"), Delton Properties LLC, with principle offices at 1629 N. 50th Street, Milwaukee, Wisconsin, (hereafter "Delton") and Antigua Latin Restaurant LLC, with principle offices at 6207 W. National Avenue, West Allis, Wisconsin, (hereafter "Antigua").

RECITALS:

WHEREAS, the City is the owner of an off-street parking lot located at 62** W. National Avenue, tax key 454-0073-001; and,

WHEREAS, Delton and Antigua desire to lease the Parking Lot to extend customer area of the restaurant and provide outdoor seating areas for food and beverage sales; and,

WHEREAS, the City is willing to enter into this agreement to lease the first two parking stalls in the north-east corner of the parking lot owned by the City of West Allis, more accurately described below in the premises description, under the following conditions hereafter set forth; and,

WHEREAS, this lease is subject to approval of the extension of premises for the alcohol license by the West Allis Common Council and approval to any other licenses or permits that would be required to operate under the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representation, warranties, assurances, covenants and agreements hereafter set forth, the parties agree as follows:

1. Premises. The premises covered by this agreement is:
That portion of the city right-of-way on the City of West Allis parking lot, adjoining Lot 2 of Liberty Heights Subdivision, Block 3, being a subdivision of Northeast ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Lot 2; thence Southwesterly, 35.00 feet along Westerly line of said Lot 2 to the Point of Beginning; thence continue Southwesterly, 18.00 feet along said line; thence Northwesterly, 21.50 feet; thence Northeasterly, 18.00 feet; thence Southeasterly, 21.50 feet to the Point of Beginning of this description.

This legal description identifies the first two parking stall areas in the north-east corner of the parking lot located adjacent to Antigua Restaurant. The above legal description will be used to enforce the premises location.

2. Term. The term of this lease shall begin on May 1, 2021 and will automatically expire on November 1, 2021 at 12:01 AM.
3. Rent. Antigua shall pay the City rent in the amount of \$50.00 per month payable by the 3rd of every month. Rent shall be paid to:

City of West Allis Finance Department (c/o Kelly Farley)
7525 W. Greenfield Avenue
West Allis, WI, 53214

Rent shall be prorated if this lease begins part way through a month or if it is terminated before the end of a month.

4. Renewal. This lease will not automatically renew.
5. Use of Premises: Antigua Latin Restaurant LLC shall use the leased premises as an outdoor dining area including food service and alcohol. Alcohol can only be served in this location if it is part of the approved licensed premises on the alcohol license possessed by Antigua. Service hours will be consistent with the service hours of the interior restaurant, but no later than 9:00 p.m. Sunday through Thursday, and no later than 10:00 p.m. Friday and Saturday.

Nothing in this lease or plan allows for violation of City, State, or Federal law.

6. Outdoor Dining Area Design:
 - a. Large decorative planters shall be used on each corner of the space which abuts a public right-of-way to provide protection to the structure
 - b. The outdoor area must be constructed such that there are reflective elements at the corners, along with soft-hit pots on the outside edges abutting the public right-of-way.
 - c. No advertising, logos, or other branding is allowed.
 - d. A railing is required to be installed around the perimeter to delineate the space and protect patrons from entering the parking lot area.
 - e. The design must be approved in writing by the City Engineering Office.
 - f. The structure must be ADA accessible pursuant to West Allis Policy 2823 Section 6.10.
7. Maintenance and Repairs: During the term of this lease, Antigua shall be responsible for any improvements or repairs to the leased premises. The City will maintain the remainder of the parking lot space not subject to this lease. Antigua shall return the leased premises to its previous condition at the end of the lease period or upon termination of the lease.
8. Indemnification: The City shall not have any liability for and Antigua and Delton agree to indemnify and hold the City harmless from and defend the City against any and all claims, actions, damages, liabilities and expenses, including, without limitation, reasonable attorney's

fees in connection with any injury or loss of life to any person or damage to any property occurring in, on, or about the leased premises arising out of:

1. The use and occupancy of the leased premises by Antigua.
 2. The condition of the leased premises.
 3. Any breach or default by Antigua and/or Delton in the performance of any of its obligations under this lease on the part of Antigua or Delton. Antigua and Delton shall indemnify and defend the City against any claim, liability, or proceeding by a third party for the failure of the City to fulfill any of Lessee's obligations hereunder, and shall pay all costs and expenses, including, without limitation, reasonable attorney's fees incurred or paid by the City in connection with any such claim, litigation or proceeding, and shall satisfy any judgment or fine that may be entered against the City in such litigation or proceeding.
9. Insurance: Antigua and/or Delton agree to keep the leased premises insured at its expense by a reasonable company licensed to do business in the State of Wisconsin, with coverage in the amount of \$1,000,000 dollars with a \$2,000,000 aggregate and a \$2,000,000 umbrella. Such insurance shall name the City as an additional insured, waive subrogation, be primary, provide notice of cancellation to the City, and shall have an endorsement specifically stating that leased premises and se of the premises are covered by the insurance, all in a form approved by the City Attorney's Office.
10. Performance Bond: A performance bond in the amount of \$10,000.00 dollars in a form approved by the City Attorney's Office.
11. Compliance with Laws: Antigua and Delton shall observe and comply with all rules, regulations, and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state, or federal authorities pertaining to said premises or activities on said leased premises.
12. Assignment: Antigua and Delton shall not assign or sublease any part or all of the leased premises without the City's prior written consent.
13. Surrender of Leased Premises: Upon termination of the lease, Antigua and Delton shall surrender to the City the leased premises. Antigua and Delton, at their own expense, shall restore the leased premises to the condition it was in prior to entering into this leased agreement, reasonable wear and tear excepted. In the event that Antigua and/or Delton fail to do so, the City may remove any such improvements and charge the cost thereof to Antigua and/or Delton.

14. Memorandum of Lease: The parties hereto will, at any time upon the request of the other, promptly execute a memorandum or short form of this lease, in recordable form, containing such of the terms and provision of this lease as such party may desire to place of record.
15. Default: If Antigua and/or Delton default in the payment of the monthly rent payable under this agreement, and such default shall continue for five (5) days after written notice thereof being provided to Antigua and Delton, or if Antigua or Delton defaults in the performance or observance of any other covenants or conditions herein, and such default shall continue for five (5) days after written notice thereof is given to the parties hereto, then, in either of the above-described events, the City may elect, without further notice, to terminate this lease and declare the term ended, to reenter the leased premises or any part thereof to expel and remove the occupants and to regain and enjoy the leased premises. The foregoing rights shall be without prejudice to any other remedies which the City may have at law or in equity.
16. Notice: Any notice required or permitted under this lease shall be deemed sufficiently given or served if sent by registered or certified mail as follows:

If to the City: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Director of Public Works

If to Antigua: Antigua Latin Restaurant LLC
6207 W. National Avenue
West Allis, WI 53214
Attn: Citlali Mendieta

If to Delton: Delton Properties, LLC
1629 N. 50th Street
Milwaukee, WI 53208
Attn: Delbert Slowik

Notice given in accordance with the provision of this section shall be deemed received when mailed by first class mail and deposited with the United States Postal Service, postage prepaid.

17. Amendments: This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and no agreement or understanding, verbal or written, not contained herein will be recognized by either party. This agreement may be amended or supplemented only by written instrument signed by the parties hereto.
18. Successors and Assigns: The terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the City, Antigua, and Delton and their respective heirs, successors, and assigns.

19. This agreement shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date, month and year first written above.

Dated on 4/7/2021, 2021

Antigua Latin Restaurant LLC

DocuSigned by:
Citali Mendieta
By: _____
A462EA14968B414...

Dated on 4/7/2021, 2021

Delton Properties LLC

DocuSigned by:
Del Slowik
By: _____
5B2EA2642561471...

Dated on _____, 2021

City of West Allis

By: _____
Dan Devine, Mayor

By: _____
Rebecca Grill, City Administrator and
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BWO Ins Group-West Milw 4522 W Greenfield Ave West Milwaukee, WI 53214	CONTACT NAME: Karina Castillo
	PHONE (A/C, No, Ext): 414-539-4036 FAX (A/C, No): 414-539-4037
	E-MAIL ADDRESS: karina@bwoinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Society Insurance
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :
INSURED Antigua Latin RestaurantLLC 6207 W National Ave Milwaukee, WI 53214	NAIC # 15261

COVERAGES CERTIFICATE NUMBER: 00057657-61722 REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BP18030320	09/28/2020	09/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA18030338	10/09/2020	10/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UM20022936	04/06/2021	04/06/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC18030336	09/28/2020	09/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


CERTIFICATE HOLDER

**City Of West Allis
7525 W Greenfield Ave
West Allis, WI 53214**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



(AKC)

LEASE AGREEMENT

This Lease Agreement is made and entered into on 4/7/2021, 2021, by and between the City of West Allis, a municipal corporation, with principle offices at 7525 West Greenfield Avenue, West Allis, Wisconsin, (hereafter called the "City"), Delton Properties LLC, with principle offices at 1629 N. 50th Street, Milwaukee, Wisconsin, (hereafter "Delton") and Antigua Latin Restaurant LLC, with principle offices at 6207 W. National Avenue, West Allis, Wisconsin, (hereafter "Antigua").

RECITALS:

WHEREAS, the City is the owner of an off-street parking lot located at 62** W. National Avenue, tax key 454-0073-001; and,

WHEREAS, Delton and Antigua desire to lease the Parking Lot to extend customer area of the restaurant and provide outdoor seating areas for food and beverage sales; and,

WHEREAS, the City is willing to enter into this agreement to lease the first two parking stalls in the north-east corner of the parking lot owned by the City of West Allis, more accurately described below in the premises description, under the following conditions hereafter set forth; and,

WHEREAS, this lease is subject to approval of the extension of premises for the alcohol license by the West Allis Common Council and approval to any other licenses or permits that would be required to operate under the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representation, warranties, assurances, covenants and agreements hereafter set forth, the parties agree as follows:

1. Premises. The premises covered by this agreement is:
That portion of the city right-of-way on the City of West Allis parking lot, adjoining Lot 2 of Liberty Heights Subdivision, Block 3, being a subdivision of Northeast ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Lot 2; thence Southwesterly, 35.00 feet along Westerly line of said Lot 2 to the Point of Beginning; thence continue Southwesterly, 18.00 feet along said line; thence Northwesterly, 21.50 feet; thence Northeasterly, 18.00 feet; thence Southeasterly, 21.50 feet to the Point of Beginning of this description.

This legal description identifies the first two parking stall areas in the north-east corner of the parking lot located adjacent to Antigua Restaurant. The above legal description will be used to enforce the premises location.

2. Term. The term of this lease shall begin on May 1, 2021 and will automatically expire on November 1, 2021 at 12:01 AM.
3. Rent. Antigua shall pay the City rent in the amount of \$50.00 per month payable by the 3rd of every month. Rent shall be paid to:

City of West Allis Finance Department (c/o Kelly Farley)
7525 W. Greenfield Avenue
West Allis, WI, 53214

Rent shall be prorated if this lease begins part way through a month or if it is terminated before the end of a month.

4. Renewal. This lease will not automatically renew.
5. Use of Premises: Antigua Latin Restaurant LLC shall use the leased premises as an outdoor dining area including food service and alcohol. Alcohol can only be served in this location if it is part of the approved licensed premises on the alcohol license possessed by Antigua. Service hours will be consistent with the service hours of the interior restaurant, but no later than 9:00 p.m. Sunday through Thursday, and no later than 10:00 p.m. Friday and Saturday.

Nothing in this lease or plan allows for violation of City, State, or Federal law.

6. Outdoor Dining Area Design:
 - a. Large decorative planters shall be used on each corner of the space which abuts a public right-of-way to provide protection to the structure
 - b. The outdoor area must be constructed such that there are reflective elements at the corners, along with soft-hit pots on the outside edges abutting the public right-of-way.
 - c. No advertising, logos, or other branding is allowed.
 - d. A railing is required to be installed around the perimeter to delineate the space and protect patrons from entering the parking lot area.
 - e. The design must be approved in writing by the City Engineering Office.
 - f. The structure must be ADA accessible pursuant to West Allis Policy 2823 Section 6.10.
7. Maintenance and Repairs: During the term of this lease, Antigua shall be responsible for any improvements or repairs to the leased premises. The City will maintain the remainder of the parking lot space not subject to this lease. Antigua shall return the leased premises to its previous condition at the end of the lease period or upon termination of the lease.
8. Indemnification: The City shall not have any liability for and Antigua and Delton agree to indemnify and hold the City harmless from and defend the City against any and all claims, actions, damages, liabilities and expenses, including, without limitation, reasonable attorney's

fees in connection with any injury or loss of life to any person or damage to any property occurring in, on, or about the leased premises arising out of:

1. The use and occupancy of the leased premises by Antigua.
 2. The condition of the leased premises.
 3. Any breach or default by Antigua and/or Delton in the performance of any of its obligations under this lease on the part of Antigua or Delton. Antigua and Delton shall indemnify and defend the City against any claim, liability, or proceeding by a third party for the failure of the City to fulfill any of Lessee's obligations hereunder, and shall pay all costs and expenses, including, without limitation, reasonable attorney's fees incurred or paid by the City in connection with any such claim, litigation or proceeding, and shall satisfy any judgment or fine that may be entered against the City in such litigation or proceeding.
9. Insurance: Antigua and/or Delton agree to keep the leased premises insured at its expense by a reasonable company licensed to do business in the State of Wisconsin, with coverage in the amount of \$1,000,000 dollars with a \$2,000,000 aggregate and a \$2,000,000 umbrella. Such insurance shall name the City as an additional insured, waive subrogation, be primary, provide notice of cancellation to the City, and shall have an endorsement specifically stating that leased premises and se of the premises are covered by the insurance, all in a form approved by the City Attorney's Office.
10. Performance Bond: A performance bond in the amount of \$10,000.00 dollars in a form approved by the City Attorney's Office.
11. Compliance with Laws: Antigua and Delton shall observe and comply with all rules, regulations, and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state, or federal authorities pertaining to said premises or activities on said leased premises.
12. Assignment: Antigua and Delton shall not assign or sublease any part or all of the leased premises without the City's prior written consent.
13. Surrender of Leased Premises: Upon termination of the lease, Antigua and Delton shall surrender to the City the leased premises. Antigua and Delton, at their own expense, shall restore the leased premises to the condition it was in prior to entering into this leased agreement, reasonable wear and tear excepted. In the event that Antigua and/or Delton fail to do so, the City may remove any such improvements and charge the cost thereof to Antigua and/or Delton.

14. Memorandum of Lease: The parties hereto will, at any time upon the request of the other, promptly execute a memorandum or short form of this lease, in recordable form, containing such of the terms and provision of this lease as such party may desire to place of record.
15. Default: If Antigua and/or Delton default in the payment of the monthly rent payable under this agreement, and such default shall continue for five (5) days after written notice thereof being provided to Antigua and Delton, or if Antigua or Delton defaults in the performance or observance of any other covenants or conditions herein, and such default shall continue for five (5) days after written notice thereof is given to the parties hereto, then, in either of the above-described events, the City may elect, without further notice, to terminate this lease and declare the term ended, to reenter the leased premises or any part thereof to expel and remove the occupants and to regain and enjoy the leased premises. The foregoing rights shall be without prejudice to any other remedies which the City may have at law or in equity.
16. Notice: Any notice required or permitted under this lease shall be deemed sufficiently given or served if sent by registered or certified mail as follows:

If to the City: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Director of Public Works

If to Antigua: Antigua Latin Restaurant LLC
6207 W. National Avenue
West Allis, WI 53214
Attn: Citlali Mendieta

If to Delton: Delton Properties, LLC
1629 N. 50th Street
Milwaukee, WI 53208
Attn: Delbert Slowik

Notice given in accordance with the provision of this section shall be deemed received when mailed by first class mail and deposited with the United States Postal Service, postage prepaid.

17. Amendments: This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and no agreement or understanding, verbal or written, not contained herein will be recognized by either party. This agreement may be amended or supplemented only by written instrument signed by the parties hereto.
18. Successors and Assigns: The terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the City, Antigua, and Delton and their respective heirs, successors, and assigns.

19. This agreement shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date, month and year first written above.

Dated on 4/7/2021, 2021

Antigua Latin Restaurant LLC

DocuSigned by:
Citali Mendieta
By: _____
A462EA14988B414...

Dated on 4/7/2021, 2021

Delton Properties LLC

DocuSigned by:
Del Slowik
By: _____
5D2EA2C42501471...

Dated on 5/3, 2021

City of West Allis

By: *Dan Devine*

Dan Devine, Mayor

By: *Rebecca Grill*

Rebecca Grill, City Administrator and
City Clerk



WEST ALLIS POLICE DEPARTMENT

Patrick S. Mitchell
Chief of Police

Robert Fletcher
Deputy Chief of Police

Christopher Marks
Deputy Chief of Police

April 5, 2021

To: Mayor Dan Devine

License and Health Committee:

- Aldersperson Vincent Vitale (Chair)
- Aldersperson Suzzette Grisham (Vice-Chair)
- Aldersperson Rosalie Reinke
- Aldersperson Daniel J. Roadt
- Aldersperson Tracy Stefanski
- Assistant City Attorney Nicholas Cerwin

The following is a summary of reported incidents involving licensed businesses, including reported tavern violations and calls for police service during the month of March 2021:

INCIDENT REPORTS:

CASE#21-008353 – 03/14/2021 – 2319hrs. – Spot Lite – 6426 W. Greenfield Ave.

Caller: Unknown

Officer Dufek Reports...

On 03/14/21 at approximately 2319 hrs. Officers were dispatched to the Spot Lite, 6426 W. Greenfield Ave. for a male threatening people in the bar and claiming to have a firearm. Investigation revealed, Adam M. Clark M/W [REDACTED] was highly intoxicated and causing problems inside the bar. Clark was kicked out of the bar and proceeded to kick the rear door in an attempt to gain entry. Clark was arrested, booked, cited, and provided a courtesy ride to a residence in the City of Milwaukee. No firearm was located. Clark has a municipal court date of 05/17/21 at 0830hrs.

CASE#21-008618 – 03/18/2021 – 0203hrs. – The Network – 9541 W. Cleveland Ave.

Caller: Mary L. Bromley

Officer Jacobsen Reports...

On 03/18/2021 at approx. 0205hrs, we responded to 9541 W Cleveland Ave, on an intoxicated male causing a disturbance after being removed from the business. Upon my arrival, I was advised the suspect was fleeing the scene as the driver of a black sedan. I observed the vehicle, a black Infinity Sedan WI: [REDACTED] committing several traffic violations and performed a traffic stop at 99 and National. A vehicle pursuit ensued and was ended with the use of the PIT



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maneuver. Sengchanh Phengphonsavanh M/A [REDACTED] was arrested as the driver. He was cited for OWI and POCS. He was transported to CJF for Eluding, ADA review on 03/19/2021 at 0830hrs.

CASE#21-009973 – 03/30/2021 – 0915hrs. – Just J’s – 9033 W. National Ave.

Caller: Kyle J. Polak Vanbeek

Cpl. McNally Reports...

On 03-30-21 at 0915hrs. Officers responded to Just J's, 9033 W. National Ave. regarding a battery complaint. Investigation revealed Kyle J. Polak Vanbeek (m/w, [REDACTED]) pushed and punched Trevor W. Darby (m/w, [REDACTED]) on 03-24-21 at approximately 2129 hrs. Trevor returned a punch and knocked Kyle out. Kyle received medical treatment on 03-29-21 and learned he suffered a nasal fracture. Kyle was issued a municipal citation for disorderly conduct. Trevor is wanted for substantial battery. Trevor is on probation for battery. Probation and Parole advised they issued a warrant for Trevor. Officers were unable to make contact with Trevor. DA review is set for 04-01-21 at 0830 hrs.

TAVERN RELATED INCIDENTS NOT REQUIRING INCIDENT REPORT:

CALL#21-008610 – 03/18/2021 – 0016hrs. – Dog House – 1641 S 68 St.

Caller: Robert Quintero

Officer Olson Reports...

Officers responded to the Dog House for a subject saying he got assaulted by a subject inside the bar. Officers made contact with Robert Quintero who advised he got into a verbal argument which became physical inside the bar. Robert acknowledged he mutually argued and it was a "Bar fight." Robert had a small laceration on the top left of his head. I spoke to the bartender, Dana Brycki who stated Robert has been a continuous problem at the bar and Robert is now banned from the bar. Dana advised it was a mutual argument and fight and both parties were removed from the bar. Dana nor Robert knew the other subject and Officers could not locate him. Dana advised his name was "Joe" and was a male Hispanic. I advised Robert, based on Dana's statement, either both he and Joe get a ticket or neither and Robert agreed to not getting a ticket. Robert was advised he was banned from the business.



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CALL#21-009419 – 03/25/2021 – 0938hrs. – Just J’s – 9033 W. National Ave.

Caller: Jason Powelski

Officer Beier Reports...

On 03-25-21 at 0938hrs, Jason Powelski, Owner of Just J's Bar 9033 W National Ave. reports last night his bartender, Michelle Standarski, was assaulted by a customer, possibly by the name of Julianne A Solis. He said the assault was caught on his video surveillance. He said Michelle did not call police last night and was not on scene today. I made phone contact with Michelle, who reports she was not sure she wanted to press charges. She said she wanted to think about it and would call police by Friday if she decided to pursue the issue. Jason advised he would save the video.

CALL#21-009636 – 03/27/2021 – 0012hrs. – Scooters Tap – 9000 W. National Ave.

Caller: Kristian Butzin

Officer Olson Reports...

Officers responded to Scooters, 9000 W. National Ave., for a report that the bartender punched a customer, who was the caller. Kristian Butzin stated that the bartender, Devan Ameen, walked up to him and punched him twice in the head for no reason and un-provoked. I asked Butzin what led to the altercation and he stated nothing, that Ameen just walked up and punched him. I explained to Butzin that did not make sense and Butzin became argumentative. Butzin appeared highly intoxicated and was argumentative for the remainder of the investigation. Ameen stated that Butzin was being loud, disruptive and disorderly inside the bar. Ameen stated Butzin was cut off, and got even more disruptive. Ameen denied ever hitting Butzin, that she just kicked him out by asking him to leave. Other customers inside the business did not see anything physical, and stated Butzin was being loud and disruptive. Ameen did not want anything done, Butzin insisted that Ameen be arrested and put in jail. I explained to Butzin that based on other statements, and lack of evidence, Ameen will not be arrested or issued a citation unless video shows something else. Butzin did not agree, tried to yell over me several times and walked away.

TOBACCO AND ALCOHOL/TAVERN COMPLIANCE CHECKS:

Tobacco compliance checks:

No violations reported during this reporting period.



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Alcohol compliance checks:

No violations reported during this reporting period.

Tavern compliance checks:

Tavern compliance squads check randomly selected taverns in the City of West Allis for miscellaneous tavern violations such as license violations.

Officers trained in Class B tavern compliance checks performed 36 tavern checks at randomly selected taverns in the month of March 2021.

Violation of Wisconsin Clean Air Act Smoking Ban:

No violations reported during this reporting period.

Respectfully submitted,

Sgt. Timothy Gold

A handwritten signature in black ink, appearing to read "Sgt. Timothy Gold", with a large, stylized flourish extending from the end of the signature.