

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

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**In the Matter of the Complaint against M&W Hospitality, Inc.,  
D/b/a Mario's**

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STIPULATION

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The West Allis City Attorney's Office, by Assistant City Attorney Jenna Merten, and M&W Hospitality, Inc., by its president, Mario Morgese, hereby agree and stipulate as follows:

1. That the Summons and Complaint against M&W Hospitality, Inc. (hereinafter "M&W") was filed with the City Clerk/Treasurer pursuant to Wis. Stat. § 125.12(2);
2. That the Summons and Complaint was served in accordance with Wis. Stat. § 125.12(ar);
3. That M&W waives its right under Wis. Stats. § 125.12(2)(d) to appeal the proceedings had in this matter;
4. That sufficient grounds are stated in the complaint for the imposition of sanctions set forth in Wis. Stat. 125.12(2)(b)2;
5. That no alcohol beverages shall be served at 1900 South 60<sup>th</sup> Street, West Allis, Wisconsin for a period of 21 consecutive days commencing at 12:01 a.m., June 17, 2010 and terminating at 6:00 a.m. July 8, 2010;
6. That M&W agrees to maintain all surveillance camera footage from the tavern for a period of 30 days and shall turn over a copy of any such footage within 48 hours of a police officer's request;

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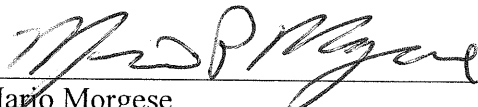
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WEST ALLIS  
CITY ATTORNEY

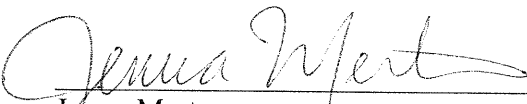
7. That M&W agrees to utilize an identification verification machine and use it to record the name and identification for every patron that enters the tavern, maintain those records for 30 days, and have those records available to law enforcement within 48 hours of an police officer's request;
8. That M&W agrees to refuse admittance to patrons who have created problems inside or outside the tavern in the past;
9. That M&W agrees that Morgese and all employees will participate and successfully complete a training session developed by the West Allis Police Department on the tavern laws of the City of West Allis and State of Wisconsin by June 27, 2010; and thereafter, within 30 days of hire for new employees; If, for some reason, the training session program agenda has not been finalized by the West Allis Police Department by June 27, 2010, M&W agrees that Morgese and all employees will participate and successfully complete the training session within 30 days notice of the finalization of the training session program agenda.
10. M&W agrees to place security guards in positions, within 30 minutes of closing time and until every patron has left, to ensure that patrons leave the premises and the area of the tavern quickly and quietly;
11. That the allegations which form the basis of this complaint shall not be used as grounds for any future suspension, revocation, or non-renewal proceeding, except to the extent that the facts alleged in the complaint demonstrate a pattern of conduct for M&W;
12. That the West Allis Common Council must approve this stipulation prior to it becoming effective;

13. That if the West Allis Common Council does not approve the agreement, the matter shall return to the License and Health Committee of the West Allis Common Council for hearing pursuant to Wis. Stat. 125.12(2)(b);

14. That if the West Allis Common Council approves this stipulation, the City of West Allis and M&W Hospitality, Inc. are bound to the terms of the stipulation and failure to comply with said terms will result in continuation of the hearing procedures set forth in Wis. Stat. 125.12(2)(b).

  
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Mario Morgese  
President, M&W Hospitality, Inc.

4/1/10  
Date

  
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Jenna Merten  
Assistant City Attorney  
City of West Allis

3/23/10  
Date