

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

**In the Matter of the Complaint against International Development, LLC,
D/b/a Hero's Sports Pub and Grill**

STIPULATION

The West Allis City Attorney's Office, by Assistant City Attorney Jenna Merten, and International Development, LLC, by its agent, Joshua Jay Johnson, and his attorney, Roger Pyzyk, hereby agree and stipulate as follows:

1. That the Summons and Complaint against International Development, LLC 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(4)(ar);
3. That International Development, LLC 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 9105 West Lincoln Avenue, West Allis, Wisconsin for a period of 10 consecutive days commencing at 12:01 a.m., 10/7/11 and terminating at ^{11:59 p.m.} 6:00 a.m., 10/16/11;
6. That International Development, LLC agrees to keep all surveillance cameras in good working order, ~~maintain all surveillance camera footage from the tavern for a period of~~ *Work with the Police with remote access into the camera*

~~30 days after recording~~, and turn over a copy of any such footage within 48 hours of a police officer's request;

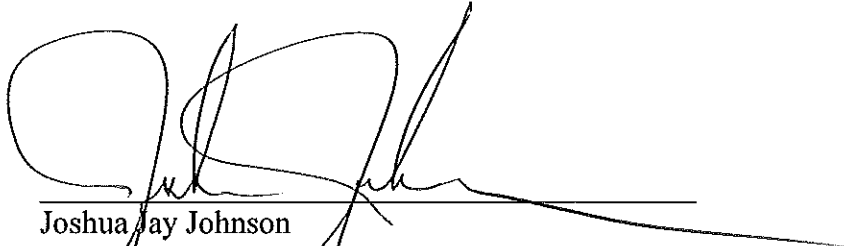
7. That International Development, LLC agrees to not play or allow any of the tavern patrons to play hip hop or rap music.
8. That International Development, LLC agrees to refuse admittance to patrons who have created problems inside or outside the tavern in the past;
9. That International Development, LLC agrees to close the patio area and remove all patrons from that area at 10:00 p.m. until closing time.
10. That International Development, LLC agrees to employ security guards on every Friday and Saturday night and place said 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 International Development, LLC agrees to close the tavern at 1:30 a.m. every night for the remainder of the licensing year or until, after a period of compliance with the state statutes and city ordinances, the License and Health Committee agrees to rescind said requirement;
12. That International Development, LLC agrees to keep its premises and surrounding area free of litter;
13. That International Development, LLC agrees to comply with all other City of West Allis ordinances and cooperate with the West Allis Police Department in any investigations;
14. 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 International Development, LLC;

15. That the West Allis Common Council must approve this stipulation prior to it becoming effective;

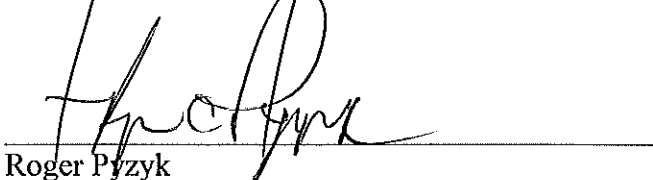
16. That if the West Allis Common Council does not approve the agreement, the matter shall return to the License and Health Committee of the West Allis Common Council for hearing pursuant to Wis. Stat. 125.12(2)(b);

17. That if the West Allis Common Council approves this stipulation, the City of West Allis and International Development, LLC 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).




Joshua Jay Johnson
Agent, International Development, LLC

8-27-11
Date



Roger Pyzyk
Attorney for International Development, LLC

8-27-11
Date



Jenna Merten
Assistant City Attorney
City of West Allis

Date