## PETITION TO EXCEED THE ALCOHOL LICENSE QUOTA

City of West Allis Clerk

TO:

Pursuant to Sec. 9.01 (4) of the Municipal Code of the City of West Allis, the undersirepresentatives of the following business:	igned, being all the owners or
JAGERS LLC	RECEIVED
Name of Corporation/LLC/Sole Proprietor/Partnership	OCT - 3 2019
DA BAR 1900 S 60 TH ST Establishment Name	CITY OF WEST ALLIS CITY CLERK
hereby petition the City of West Allis to exceed the retail alcohol license quota of t following license class:	he City of West Allis for the
☐ Class A Beer ☐ Class A Combination Beer/Liquo	r
☐ Class B Beer     Class B Combination Beer/Liquo	r
The following information is attached as Exhibit "A".	
<ul> <li>a a plan of operation and the relevant experience, background and signature or directors, officers and agent of a corporation or limited liability company, as owner or owners of the building or land, and</li> <li>b. The applicant shall supply proof of ownership or lease or options to purel building that is properly zoned for the proposed venture, and</li> <li>c. The applicant shall show that the proposed establishment will have a greater community than simply the addition of another tavern, liquor store, convenienced. The applicant shall show that the proposed establishment will benefit the improving the tax base (i.e. the establishment will extensively rehabilitate building, will construct a new building on vacant land, will benefit the community tangible and substantial improvement for the area).</li> <li>Dated this day of</li></ul>	hase or lease of land or a economic impact upon the estore or restaurant, and community by substantially
STATE OF WISCONSIN ) COUNTY OF MILWAUKEE )	
Personally came before me this 3/11 day of 0/11/200, 2 foregoing instrument and acknowledged the same.	$0\underline{/9}$ , who executed the
France & Lannah 2268 5 76	TH ST #3
	15 W1 53219
My Commission expires 3-13-33	
414 722	9898

Jagers LLC. agree to Lease the bar and hall area of the Building address 1900 S 60th Street West Allis WI 53219 for 3 years starting 10/1/19 to 10/1/22 for the monthly payment of \$2000.00 per month with a 4th year option for the same payment From Building Owner Mario P. Morgese. The lease includes the following. First payment of \$2000.00 will be 10/1/2019 and last Payment of \$2000.00 for 7/1/2022 will be made on 10/1/19 to secure this lease. No other security deposit or down payment will be taken. Next payment will be 11/1/19 and each month until the final month of 10/1/22 which was already paid. If the option is picked up the rent will remain the same starting 10/1/2022 to 10/1/23 for \$2000.00 per month.

- The list below of bar equipment will be kept in good working order or replaced by the renters.
- Rent will be paid in full by the 1<sup>st</sup> of each month with a 3 day grace period with no penalty. After the 3 day grace period a 10% penalty will go into effect and be an extra \$350.00 payment unless the owner is notified and the penalty is waved for extra time.
- The renters will pay for garbage pickup, water bill, pest control and WE Energies electric & heat accounts which will be put in the renters names along with paying a portion of the building insurance or getting their own business insurance.
- The renters will keep the building clean and neat inside and out which involves weed removal, garbage picked up and snow removal in winter months around both sides of building, patio area and around dumpster area in alley. General maintenance and costs will be taken care of by renters to all bar equipment and facility to keep in good working order.
- Any work to the bar and hall area will be done by the renters at their cost to open the bar and will bring it to city code to secure a liquor license for their business. Any broken equipment or damage to building will be fixed and paid by renters if negligence was shown by patrons or themselves.
- If the lease is broken by the renters before the 3 year period a penalty will go into effect as follows: 1st year a fee of \$7000.00 will be paid to break the lease. In year 2 and 3 a fee of \$5000.00 will be paid to break the lease unless a 60 day notice is presented to the owner in writing in either year. The renters would then only be obligated to pay the final two months (60 Days) of rent and no other penalty will go into effect as long as equipment and building are left in good condition and working order. The 4th year option would be the same as year 3 a fee of \$5000.00 without a 60 day notice.
- Any workers hired, patrons hurt or have a problem on the property will be the responsibility of the renters to solve the problem threw their insurance, court system or anyway the issue needs to be resolved.

This agreement is binding with the following signatures as of 10/1/19

Renter: Markus Gorsic

Building Owner: Mario P. Morgese