

CITY OF MILWAUKEE

2010 APR 29 PM 1:55

RONALD D. LEONHART
CITY CLERK

Date: April 29, 2010
To: Members of the Milwaukee Common Council
From: Representative of Asian Moon, LLC d/b/a "The Moon"
RE: Written objection to Licenses Committee report dated April 23, 2010 for the renewal application of May Y. Xiong as agent for Asian Moon, LLC for a Class "B" Tavern, Billiard Hall and Tavern Amusement (Cabaret/Nite Club) renewal application for the premises located at 3419 West Forest Home Avenue in the City and County of Milwaukee, Wisconsin ("The Moon").

INTRODUCTION

At the License Committee hearing that took place on April 20, 2010, Ms. Xiong appeared without counsel in front of the Licenses Committee. The City of Milwaukee Police Department presented to the License Committee for their consideration two incidents that had occurred on March 22, 2009 and on July 18, 2009. There was no other adverse evidence presented, as no neighbors appeared at the hearing. The License Committee recommended an increase from the previous year's suspension of 15 days for the Class "B" Tavern License and a 30 day suspension of the Cabaret license to a 30 day suspension of the Class "B" Tavern License and a 60 day suspension of the Cabaret license. Ms. Xiong is hereby petitioning the Common Council to reject the License Committee's recommendation.

ARGUMENT

For the preceding seven years, from April 2003 to March of 2010, Mr. Lee Xiong had been the main managing member of Asian Moon, LLC and had been responsible for most of the management of "The Moon." Under his management, "The Moon" had insufficient security which resulted in incidents of police contact as documented in the records of this council. Lee Xiong and May Xiong were divorced in 2008. In 2009, May Xiong took a more active role in the management of "The Moon" and was the agent applicant for the Class "B" Tavern and Cabaret license for the first time in April of 2009. Since that time, there has only been one incident of Police contact involving "The Moon" (in July of 2009).¹ Up until recently, Mr. Lee Xiong was still occupying the apartment upstairs in the club, and was constantly trying to cut corners and

¹ There are two incidents included in the materials reviewed by the committee because it appears, that while the March 22, 2009 incident occurred prior to the 2009 hearing, it occurred after the Police Report to the License Committee was prepared and therefore was not considered in the 2009 suspension decision.

decrease security costs by not maintaining a full complement of security personal or having security for the outside of the premises to help with crowd control.

Because of their marital issues, May Xiong and Lee Xiong had made a management arrangement of the premises which eventually saw them alternating nights of management. This led to some inconsistency, lack of diligence regarding security, and a lack of appropriate trash and litter clean up which resulted in some minor issues and complaints by its neighbors. In March of 2010, Mr. Lee Xiong was fired from his management duties, the locks to the club were changed, and Mr. Xiong has since vacated the upstairs apartment and moved to Eau Claire, WI.

Thus, since March, Ms. May Xiong has assumed full control of "The Moon." She has increased the security personal on Friday and Saturday nights to include security for outside the premises crowd and traffic control. This includes the usage of private security squad cars for detaining unruly patrons and creating an additional visible security presence. Ms. Xiong has purchased and installed two security cameras to further increase security on the premises (See exhibit A), and has moved into the apartment above the premises to be able to better monitor the activities there. Ms. Xiong has also restricted the music being played to Top 40 and dance music and has ceased the prior practice of hosting hip-hop shows on the premises.

In addition to beefing up the security for "The Moon," Ms. Xiong has reached out to the neighbors and has rectified the strained relationship with Aurora and the use of its parking lot by ensuring that all of the litter and other trash is picked up regularly. (See exhibit B). Ms. Xiong has made efforts to decrease any noise issues with the club by installing double doors, meaning that the music does not pour into the neighborhood any time the front door is opened, as was the case before. Finally, Ms. Xiong has personally contacted each of the residential neighbors to provide them with her contact info and to encourage them to get a hold of her with any concerns or issues so she can address them right away.

CONCLUSION

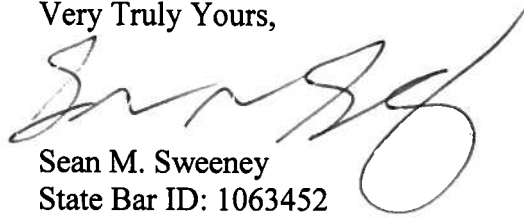
"The Moon" has steadily improved its performance and safety since the suspension last year, and since Ms. Xiong has taken over management "The Moon" has really turned the corner. Having increased security, changed the type of music being played and events being hosted, and focused on keeping the area litter free, "The Moon" is able to properly be an asset, not a liability, to the neighborhood. However, the License Committee's recommendation of a 30 day suspension of its Class "B" Tavern license, and a 60 day suspension of its Cabaret license could prove crippling to the establishment.

Ms. Xiong has invested thousands of dollars since assuming control to meet the standards required to be a responsible club owner, and has experienced the economic hardship and subsequent downturn in business that accompanied last year's suspension. A doubling of that suspension would make it all but untenable for Ms. Xiong to keep "The Moon" in business, continue to employ her staff, or to retain the services of the security company impacting its ability to retain employees. Ms. Xiong therefore respectfully requests that the Council reject the License Committee's recommendation for a 30 and 60 days suspension and at the very least

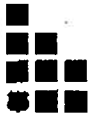
Page 3
April 29, 2010

reduce the suspension time to give "The Moon" a fighting chance of staying in business and prove to the Council that it has taken the proper steps to be a productive and safe establishment in the City of Milwaukee.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Sean M. Sweeney". The signature is fluid and cursive, with a large loop at the end.

Sean M. Sweeney
State Bar ID: 1063452



CORNERSTONE SECURITY GROUP, LLC

Rock solid solutions for your security needs

7251 W. North Ave.
Wauwatosa, WI 53213-0883

414/607-6990
1-888-599-2199
414/607-6999 (fax)
www.csgwi.com

INSTALLATION AGREEMENT

Local Alarm

Communication

Residential

Commercial **CCTV**

Buyer/Customer/Subscriber

Name Club Moon
Address 3419 W Forest Home Ave
City Milw State WI Zip 53215
Telephone Number _____

Date 4/2/10 Exp. Date 4/2/11
Customer work phone MAY CELL 414-243 4976
Installation Date & Time ASAP (Tues, WED)
Security Consultant 66 RF-CC-CO

Item	Quantity	Unit Price	Description	Location	Amount
1			8 Ch DVR 800GB		
1			15' Mon. For		
2			INSIDE DOME I/R		
					\$2500 ⁰⁰
			Tie in CARD CAMERA and Front CAMERA		50 ⁰⁰
			Operation Impact to Install		(1100 ⁰⁰)
			2 OUTSIDE CAMERAS		

Conditions:

Subtotal	\$2550 ⁰⁰
Tax	_____
Total	\$2550 ⁰⁰
Down Payment	_____
Balance Due	_____

Customer Acceptance: The above prices, specifications and conditions, as presented by Cornerstone Security Group, LLC ("Seller"), are satisfactory and hereby accepted. Seller is authorized to perform the work as specified. Payment will be made as outlined above. Seller retains title to equipment listed above until this contract price is paid in full. No representative, employee or agent of Cornerstone Security Group, LLC is authorized to assume any verbal or written obligation. Liability is limited as set forth in Paragraph 3 on the reverse side and accepts the limit as set forth therein.

READ BOTH SIDES BEFORE SIGNING

Notice of Cancellation, Three (3) Day Right of Rescission: You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within ten (10) business days receipt by the Seller of your cancellation notice, and the security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at the residence, in substantial as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or fax a signed and dated copy of this cancellation notice or any other written notice to: Cornerstone Security Group, LLC, 7251 W. North Ave., Wauwatosa, WI 53213

Not later than (Date): _____

Received by (Buyer's Signature): [Signature]

I hereby cancel this transaction (Buyer's Signature) _____





Parking / Neighborhood relations

Wednesday, April 28, 2010 2:32 PM

From: "john.dobrzynski@aurora.org" <john.dobrzynski@aurora.org>

To: xngmay@yahoo.com

May -

I am very pleased to report that since we met and resolved our minor issues with parking - everything has been going great. The lot has been picked up, (if anything has been left behind), the area around our properties has been kept clean and safe for our neighbors. Please keep up the great work - it is appreciated by us and our neighbors.

Thanks, JDD

John D Dobrzynski / CAS
SLMC / SLSS
LPS Supervisor
Office 414-649-7904
Central monitoring station (SLMC)
(24 hours) 414-649-7901

