

CHAIR

- Licenses Committee
- City Information Management Committee

VICE CHAIR

- Milwaukee Arts Board

MEMBER

- Steering and Rules Committee
- Public Works Committee
- Milwaukee Public Library Board
- Employee's Retirement System Annuity & Pension Board



NIK KOVAC

ALDERMAN, 3RD DISTRICT

October 31, 2018

To the Honorable, the Common Council

Dear Members:

Re: Common Council File Number 180821

Attached are the written objections to file number 180821, Motion relating to the recommendations of the Licenses Committee relative to licenses, relating to the recommendation of:

Renewal, with a twenty (20) day suspension, based upon the police report and applicant, aldermanic, and neighborhood testimony of the Class B Tavern, Food Dealer, and Public Entertainment Premises license(s) for Shane Parker for the premises located at 3412 W National Ave ("Gene's Unicorn Pub II") in the 8th aldermanic district.

Renewal, with a fifteen (15) day suspension, based upon the police report and applicant testimony of the Extended Hours, Class B Tavern, Food Dealer, and Public Entertainment Premises license(s) for Carlos Caseres for the premises located at 1035 S Cesar E Chavez Dr ("Jalisco Restaurant") in the 12th aldermanic district.

This matter will be heard by the full Council at its Monday, November 5, 2018 meeting. Pursuant to City Ordinances, a roll call vote will be taken to confirm that all members have read the attached statements and materials.

Respectfully,

A handwritten signature in black ink, appearing to read 'Nik Kovac', written in a cursive style.

Nik Kovac, Chair
Licenses Committee

cc: All Council Members
City Attorney's Office
Common Council/City Clerk – License Division
CCF 180821

Kuether-Steele, Molly

From: sparker@wi.rr.com
Sent: Tuesday, October 30, 2018 10:39 AM
To: Owczarski, Jim; Kuether-Steele, Molly
Subject: genes unicorn pub

Hello, my name is shane parker owner of Genes Unicorn Pub, 3412 W. National ave. I just today got the letter for the notice of renewl with the reccomondation of a 20 day suspension. I fully understand the unfortunate event that caused my suspension. However id like plead my case a bit futher and object to the suspension. At My bar since last year weve have taken every preventive measure possible , adding 9 cameras, ID scanner, 2 security Persons at the door and wandng patrons as they come in on busy nights. Hired a new manager which she will be applying for a managers license in november and I have a secondary manager who has already applied last week. I am there at least 6 days week and attend nearly every major event or party, I also have all my cameras streamed to my phone at home computer so i can monitor things when im unable to be there. I check in with my manager and bartenders every single day. We run a tight ship, no overserving, bartenders cannot drink on duty, we pickup liter on a daily basis out front and we do not allow people to drink out front with cups like stated. It was said they saw people with red solo cups, i dont use those type of cups and we dont use plastic cups during the day unless its for water or soda. I have noticed other buisness on that block have customers outside smoking in front as i do. But out of courtesy to the dance studio im going to tell people to smoke in the back when there open. Im a small bar with a small budget so i have taken losses this year to keep the safety of my staff and patrons a priority, ive have taken on a partime job to make ends meet. It was stated that a patron and person got into a fight outside by the dance studio in summer and the police were called. I did apologize to the owner if that did happened from one of my patrons but there is no report nor did any police come in to question us or request to use our cameras which i always allow the police to view at anytime they want. I spoke to the owners of dance studio and wondered why they did not come in a leave there name an number after this incident had ocured so i could check my camera and identify a person and ban them from my bar if indeed it was anyone from bar or just somebody walking down the street. In any event i did give my cell phone number to the dance studio in case there is any concern in the future. There is alot of foot traffic on that strip of sidewalk so its not always from us. I am very involved with my staff so they would have told me if there was a issue. On the fight that was on video, i understand we did not call that night but as my staff is trained to call in serious problems and we are on record as doing so over and over. In this case the fight was as we were closing and was outside, staff was inside closing up and as just as the fight started we were alerted to the problem. The security guy went out to investigate just as it began and people were watching an leaving on there way out. He has to see if its something he can break up and disburse in a short time or is it something we need the police to handle. He was able to break it up and it was so quick and done with in under a minute he decided it was over and people were leaving. I have talked to my security and from now on because of this penalty were facing if any fight break out we are gonna call, Its unfortunate because in this case you as a business and security try to best handle a fight if you can, if this went longer or was out of control he definitely would have called. It may have taken the police awhile to get an im not sure what they could have done since it was over and done with in a minute. These were not regulars and we identified them with our id scanner an will never be allowed in as well as the guy with thought it was funny to video this and put it all over social media. It is unfair my business is judged from a 1 minute video but i understand how it looks. We have made big strides to improve and you can take all the preventive measures and things can still happen, to me its how you react to and issue and im alway ontop of these things quickly. I went to a meeting at second district that was canclod unknown to me, i sent my alderman and email to discuss any issue with this. I attend silver city meetings with other business owners when i can, im invloved. I do appreciate you reading this and i do take all these things very seriously, i view myself as a responsible operator, i have more safety features in my bar then most around and being a small place it is costly. 20 days is gonna be a big blow to I and my employees, hopefully ill squeek by but going forward i will have an employee meeting before this and after and added security on busier nights. My security guy does have a security and cpr training certificate also. We been in this neighborhood for 37 years so seen a lot an try our best to deter problems and we also donate and help keep there area clean.

Thankyou for your time and consideration.

shane parker/genes unicorn pub

Thankyou for you time and any advixe

Gutglass
Erickson
Bonville & Larson^{S.C.}
A LIMITED LIABILITY ORGANIZATION

LAUREN L. WICK
Writer direct: 414-908-0242

lauren.wick@gebosc.com

October 30, 2018

Jim Owczarski
City Clerk
City Hall Room 205
200 E Wells Street
Milwaukee, WI 53202

VIA HAND DELIVERY

CITY OF MILWAUKEE
2018 OCT 30 P 2:51
CITY CLERK'S OFFICE

RE: Written Objections to Licensing Committee's Report
Jalisco Restaurant, LLC 1035 S Cesar E Chavez Drive
Milwaukee, Wisconsin 53204

Dear Clerk,

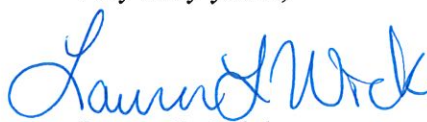
Enclosed please find the following provided in advance of the Common Council hearing on November 5, 2018:

- (1) Licensee's written objection to the Licensing Committee's written report regarding Jalisco Restaurant, LLC;
- (2) Memorandum of Objections, and
- (3) Thumb drive containing the relevant surveillance footage from Jalisco Restaurant's security cameras.

Please inform the members of the Common Council that the video is available for viewing and, if any member would like their own copy of the thumb drive, or would like to view the video via DropBox, please contact my office and we will be happy to provide the same prior to the hearing.

Thank you for your attention to this matter.

Very truly yours,



Lauren L. Wick

Encl.

Gutglass
Erickson
Bonville & Larson^{s.c.}
A LIMITED LIABILITY ORGANIZATION

LAUREN L. WICK
Writer/direct: 414-908-0242

lauren.wick@gebsc.com

October 30, 2018

Jim Owczarski
City Clerk
City Hall Room 205
200 E Wells Street
Milwaukee, WI 53202

VIA HAND DELIVERY

RE: Written Objections to Licensing Committee's Report
Jalisco Restaurant, LLC 1035 S Cesar E Chavez Drive
Milwaukee, Wisconsin 53204

Dear members of the Common Council, .

Please accept this correspondence as the Licensee's written objection to the Licensing Committee's written report and recommendation to suspend Jalisco Restaurant, LLC's ("Jalisco") Extended Hours, Class B Tavern, Public Entertainment Premises, and Food Dealer licenses for a period of (15) fifteen days.

The findings of fact and recommendation are based on an erroneous understanding of the incident in question which is borne out by the attached surveillance video from the Jalisco Restaurant security cameras:

1. The patron involved admitted that he created a disturbance inside the restaurant and was asked to leave;
2. The video clearly shows that the patron left his table without an altercation of any sort (see attached video clip "Dining Room" 10:30-12:30) and independently went up to the cashier and paid his bill (see attached video clip "Cash Register" 12:30-12:30);
3. The video also shows the patron exiting the restaurant without being accosted in any way (see attached video clip "Exit Door" 12:30-12:30 and "Hallway" 13:05-13:31);
4. The video shows a verbal exchange between the patron and the state certified security company hired by Jalisco Restaurant (see attached video clip "Outside right" 13:20-17:30);
5. The video shows the patron leaving the premises without issue (see attached video clip "Outside right" 13:20-17:30);
6. The video shows the patron independently returning to accost the security guards in a manner that the restaurant could not have, in any way, controlled (see attached video clip "Outside right" 13:20-17:30);
7. There is no evidence that Jalisco Restaurant was aware of any prior issue with the security company involved;

Mr. Owczarski
Jalisco Restaurant, LLC
October 30, 2018
Page 2 of 2

8. The security company was immediately terminated, and
9. The Milwaukee Police Department, Precinct 2, has investigated this incident and has exonerated the restaurant from any wrongdoing.

Prior to the hearing, the video had previously been provided to Alderman Perez by Dropbox but he indicated that he was not able to view it before the Licensing Committee hearing. This supplemental information from the video is necessary for the Common Council to understand what occurred real time rather than relying solely on the viral video of a passerby who only recorded the very end of this incident.

Attached is a much more detailed Memorandum of Objections to the Licensing Committee's findings of fact. We respectfully request that the Common Council look at the years of service to the community provided by Jalisco Restaurant without incident before adopting an extremely harsh and unwarranted suspension. Jalisco's hires trained and certified security guards to provide protection to its patrons and employees and is very concerned about what happened to this particular patron which is why it immediately took action to terminate the company involved.

Very truly yours,



Lauren L. Wick

Encl.

MEMORANDUM OF OBJECTIONS

Jalisco has been in business in Milwaukee for 31 years without major incident and respectfully requests that the Common Council consider Jalisco's objections below and vote to renew the relevant licenses without suspension. The Common Council should be satisfied that the incident upon which the Licensing Committee based its recommendation is an isolated incident to which Jalisco responded correctly and has taken subsequent steps to reasonably ensure that a similar incident will not occur again.

Moreover, the grounds for non-renewal, suspension or revocation were not established at the hearing to warrant suspension:

1. The applicant meets all municipal qualifications.
2. There are no pending charges against Jalisco or its employees for the incident at issue. If the independent security company, who is at the heart of the incident, is deemed an "agent" of Jalisco, the arrest and ensuing investigation against two of the security guards is not sufficient to warrant such a suspension because there was no evidence presented at the hearing indicating that the circumstances of the incident were *substantially related to the particular licensed or permitted activity*. (See Findings of Fact). The patron was not overserved alcohol and the incident should not implicate the restaurant's Class B Tavern license. (Jalisco's ceases serving alcohol between 1:15 and 1:30 a.m., and the incident occurred hours later). Likewise there was no evidence linking the incident directly with the activities permitted by Jalisco's Extended Hours, Public Entertainment Premises, and Food Dealer licenses. The only link between the incident and Jalisco is that Jalisco employed a state-licensed security company, who in turn, employed employees that punched and kicked the individual after a routine removal was escalated off premises. The Committee did not present any substantiated evidence that Jalisco had been notified prior to the incident at issue that the security company employed bad apples. The Licensee testified to the contrary.
3. There was not any evidence presented that established Jalisco as a source of public or private nuisances or that it has ever been the source of *congregations of persons* which have resulted in any of the factors listed in MCO 85-4-4 (c-1-23). The hearing centered on these single incident and alleged prior complaints made against the security company, which the Licensee did not have prior knowledge of. Regardless, Jalisco no longer contracts with that company. Also, Jalisco only utilizes security on Friday and Saturday from approximately 11:00 pm – 4:00 am.

This establishment has been open for decades and it is the owner and the Licensee's only business. Many of the restaurant's employees' livelihoods depend on the shifts worked at the restaurant. The Licensing Committee's recommendation suspends all of Jalisco's licenses and will force Jalisco to close its doors for 15 consecutive days just prior to the holiday season, which does not address the Licensing Committee's stated concerns, but instead, serves to punish the restaurant's employees and patrons.

Jalisco Memorandum of Objections

The Licensing Committee indicated that incident received a lot of coverage and received much notoriety, but there was not a single member of the community at the hearing who appeared to raise a concern with renewing Jalisco's licenses, including the customer at the center of the controversy. There were no written complaints produced wherein *Jalisco* was labeled a repeated source of community problems. The MPD did not issue any citations to Jalisco and at the hearing the Sargent informed the Committee that Jalisco was cooperative and has not been a source of problems historically. Also, at the public hearing, the local alderperson, Alderman Perez, recommended that Jalisco's provide a written security plan prior to any Council action, and Jalisco believes that Alderman Perez' suggestion would address the concerns raised by the Committee and is an appropriate remedy.

Background

Jalisco contracts with private security firms, as is common amongst establishments in the Milwaukee area, to provide protection for both its customers and employees. The incident at issue involved a wheelchair-bound patron was causing a disturbance inside the restaurant early in the morning on September 22, 2018. As the patron was causing a disturbance, the onsite security company, J.C. Public Safety LLC, requested that the patron leave Jalisco's premises. The corresponding surveillance footage, which can be found on the enclosed thumb drive, shows that the patron left Jalisco's dining room without incident and without physical contact from the on-site security team. (See "Dining Room" at 10:30-12:30). Next, you will see that the patron goes to the cash register, unaccompanied, and pays his bill without incident. (See "Cash Register" at 12:30-13:15). The patron then can be seen exiting Jalisco's the restaurant without any indication from any party that there would be an ensuing issue. (See "Exit Door" at 12:30-13:15 and "Hallway" at 13:05-13:31).

The patron can next be seen outside Jalisco heading down the block away from the restaurant when, for reasons unknown, the patron turns around and starts back towards the personal with the security company, including the companies' owner, wearing a black vest with white sleeves and a sling and three other security company employees (two in uniform and a third wearing a white jacket). The patron eventually can be seen charging one of the security company employees and the physical altercation starts. After a few seconds, the altercation ends almost as abruptly as it starts. The patron leaves the premises and, as the licensee testified to in front of the Licensing Committee; the security company did not report any incident to management. (See "Outside right" at 13:20 – 17:30 and "Outside left" at 16:00 – 16:23).

The Milwaukee Police Department responded to investigate a report of battery that had taken place outside of Jalisco. The report indicates that the manager on-site was very cooperative, although the owner of the Security Company indeed lied to the police and stated that the surveillance cameras did not work. (See MPD Initial Investigation Report).

The Licensee initially learned about the incident early the next morning and immediately terminated the security company. Jalisco then contracted with a new company, Midwest Security Enforcement, LLC., the same day. There have not been any complaints with Midwest.

Subsequently, Jalisco has continued to cooperate with MPD and sat down with Captain Ramirez and a number of other officers to discuss the incident and what businesses can do to

minimize risk of incidents. The advice ranged from being able to spot overly intoxicated persons before an incident arises to calling the police for assistance with removing an unruly patron. Subsequently, the Licensee requested that the MPD review the surveillance video with him to help determine what could have been done in this particular matter. Subsequently, the room of individuals watched the surveillance footage and ultimately stated that in this particular manner, everything that occurred inside the restaurant was handled as best as possible and that they did not see any indication leading up to the incident that would have led them to believe that the incident outside would have unfolded in the manner that it had.

Comments on the Licensing Committee's Findings of Fact

Jalisco respectfully submits the below comments for consideration regarding the Licensing Committee's findings of fact found in Paragraphs 5(A)-(I) of the Licensing Committee's Report on Renewal dated October 26, 2018.

- A. On September 22, 2018, Milwaukee Police Department officers were dispatched to a Battery complaint that took place outside of Jalisco's Restaurant at 1035 South Cesar E. Chavez Drive. Upon arrival the officers found a subject lying on the ground in front of a wheel chair. The subject was conveyed to Froedtert Hospital where he was placed on a ventilator to help him breathe. The investigation revealed that J.C. Security was employed by Jalisco's restaurant and video was obtained that showed two of their security guards kicking and punching the victim. The owner of J.C. Security stated the outside cameras did not work but the manager of Jalisco's stated they did work but he could not access them. The manager was very cooperative with the officers and advised them the person that could access the cameras would be in at 11:00 am.

COMMENTS: Jalisco cooperated with the investigation and was not issued a citation.

- B. The Licensee stated the victim was bothering customers inside the restaurant, security led him out of the bar, but he is not sure what happened after that. He stated that the formal policy is to remove unruly patrons, lock the door, and call the police. He stated that the incident happened so fast that the store manager did not know what was happening. He stated that the security guards came inside and did not mention the incident to the manger. He stated that there was never a meeting with the security guards about what happened. He added that he has been in business for 31 years and this is the first time an incident like this. He stated that he does not know what escalated the incident outside. He added that he always talks to security, but he does not know what made the security guards act in this manner during the incident. He stated that he had no idea about the security guards harassing customers or slashing tires. He added that people have not told him about the complaints against the security guards. He stated that when there is a complaint they can talk to anyone in the restaurant and it can be resolved right away, otherwise they can leave their name and number and he will call them back. He also explained to the committee that the security company had been in place for approximately two years prior to the incident.

COMMENTS: It is undisputed that the customer created a disturbance within the restaurant causing him to be asked to vacate the premises. The surveillance video

substantiates the Licensee's testimony that the customer paid his bill and left the premises without incident.

The battery occurred in approximately 40 seconds with the majority happening to the left of any windows visible from the restaurant. The Licensee testified that the security company employees did not report the incident to the manager at the time and there is not any evidence that any patrons reported the incident. As soon as MPD arrived on the scene, Jalisco was cooperative. Once the Licensee and the business owner learned about the incident they terminated the contract with the security company and publically issued the following statement:

We at Jalisco Restaurant are aware of the situation that occurred last night. We have been serving Milwaukee for over 30 years as a local family owned business and have a great appreciation for our customers and our community.

The actions that the independent security company took in this matter are NOT acceptable and do not reflect Jalisco's mission or core values. Effective immediately we will have a new security company working our restaurant starting today.

We have been striving to serve Milwaukee to the best of our abilities and we take the protection of our customers very important.

Jalisco Restaurant

No police reports were presented at the hearing wherein Jalisco was notified that its security company was accused of "slashing tires." The only basis for the allegation is a redacted narrative that is undated. The redacted complaint notably does not allege that the unnamed complainant had his or her tires slashed by the security company, but that "others" did. There is not any indication that the alleged slashing occurred at Jalisco or while the security company was in their employ. The portion of the complaint that should be relevant to Jalisco's licenses is that the complainant usually enjoyed "delightful service" and the complainant's issue with the service on that particular night was immediately addressed by a manager.

The Licensing Committee was concerned that the Licensee did not have a follow-up conversation with the security company regarding the incident. However, it is not difficult to imagine that the security company was not willing to cooperate with the Licensee on any investigation after Jalisco terminated the company. Additionally, although the alleged basis for liability seems faulty, the security company has threatened to take legal action against Jalisco for the statement made addressing the community after the incident moving further conversation from impractical to impossible. Jalisco did the only thing that was appropriate in this isolated incident. Cooperated with police, viewed the surveillance footage, discussed the matter with the manager on duty and terminated the security company.

C. Attorney Lauren Wick stated the security company went outside the scope of their employment and were terminated. She stated that the indent was so out of line that the security company was terminated immediately. She added that the incident happened within one minute and the premises cooperated with the police. She stated that there were always conversations between the security guards and the Licensee. She stated that the incident was extreme and the security company was fired so that it made it hard to have a follow up conversation about why the security company acted in that manner. She added that the Licensee talked to the employees and everything that happened inside the premises was normal. The victim was asked to leave, paid his bill, and then left without incident, so it is unclear what happened down the block. She added that there is a new security plan in place.

COMMENTS: See response to sub-part B.

D. Alderman Jose Perez, the local alderperson, stated the video was extremely disturbing and the Licensee did not contact his office. He added that it seemed like the security company was in charge, not the Licensee. He stated that when you work with a security company. He stated he would like to see a written security plan prior to Council action. He stated that there should be a process at the restaurant to handle complaints and the phone number of the Licensee in English and Spanish.

COMMENTS: Jalisco only utilizes security on Friday and Saturday, for those days, Jalisco is in charge of their retained security company. J.C. Public Safety was aware of Jalisco's parameters which is consistent with the fact that the matter was handled by the book inside the premises and for a number of minutes outside the premises. It is also consistent with the idea that the security company employees kept the incident a secret from Jalisco management and most importantly, Jalisco terminated the contract because it was evident from the video that the company went beyond the scope of employment.

Alderman Perez, the local alderperson for Jalisco, recommended a written security plan prior to any formal council action against Jalisco. Although the Licensing Committee did not move for the Common Council to approve Jalisco's licenses pending submission of the written security plan, Jalisco already was working to implement an updated plan and submits the following to the Council for consideration:

- (1) Jalisco will train its staff to recognize a problem and how to address it. All staff will know that Jalisco's policy is to report any actual or suspected issues to the manager on duty. If an issue arises during a Friday or Saturday and the issue reasonably will require security assistance, then the manager will communicate with the security company staff. In the event that the security company staff is required to exit the premises with an individual, the manger on duty will follow the security company outside, as long as it reasonably safe to do so. At the first sign of any impending physical altercation, the manager will contact MPD.

- (2) **Managers will always discuss any incident with the security company employees and fill out a written internal report wherein the customer may leave contact information for the Licensee to contact the customer.**
 - (3) **Jalisco will encourage its staff to attend any safety training courses offered by the local alderman's office or through the MPD district 2.**
 - (4) **Please see attached contract between Midwest Security Enforcement LLC and Jalisco's outlining current expectations of the company. Further Midwest Security Company knows and understands that the MPD is to be called in every event where a patron has become physical or may reasonably become physical.**
 - (5) **A Jalisco representative will reach out the local alderman once a month to discuss whether or not there have been any complaints lodged against it or its retained security company and, if so, how the business can address the concern.**
- E. Alderwoman Coggs stated the video was all over the news and social media, and asked if there was a manager onsite that saw what was going on outside. She asked if the security guards ever mentioned what happened outside. She added that there does not seem to be an abatement plan to prevent this from happening in the future, due to lack of investigation. She stated that she is concerned that this could happen again because there is no concern about what is happening outside the business. She stated that it is hard for her to believe that there were no conversation between the security guards and employees about the incident. She asked if the Licensee knew of the allegations about the security guard slashing tires. She added that there were a lot of comments on social media from customers stating that they have been treated poorly by security guard. She stated that it would be wise to have a written plan of staff training to recognize and handle complaints. She further indicated that should was unsatisfied with the Licensee's lack of explanation as to why he did not attempt to investigate the incident with the security company. She stated that she did not have confidence that future incidents could be avoided.

COMMENTS: See comments to parts A-D, above. Additionally, there were not any social media statements presented as evidence at the hearing, and the Licensee did not have an opportunity to confront the accusers, if any. There weren't any members of the community present at the hearing expressing concerns about Jalisco continuing to conduct business.

- F. Alderman Kovac stated that there should be a better relationship between the security guards and the employees at the restaurant. He stated that regardless of how unruly the patron was, he was in a wheelchair, and it was not a fight because there are different ways to handle that situation. He stated that this reflects poorly on the Licensee because he hired the security company. He asked if the Licensee knew why the security guards acted so extremely. He asked if the Licensee was aware of a \$5,000 lawsuit filed in 2007 against the premises by a person in a wheelchair that has yet to be paid. The Licensee said that he was not the agent at the time of the 2007 incident or lawsuit.

COMMENTS: The “2007 incident” was not noticed for the hearing and it is inappropriate to base any decisions on that incident. Moreover, the Licensee has no personal knowledge of the 2007 incident. There is no evidence that the 2007 incident involved a man in a wheelchair; additionally, as the judgment seems to have been entered by default, the facts were not adjudicated by the Court.

Notably, Alderman Kovac voted “No” on the Licensing Committee’s recommendation for a 15-day suspension.

G. Alderwoman Lewis stated the Licensee should know everything that is going on in his business and he should know what happened with the security guards.

COMMENTS: The Licensee knew and testified as to what happened in the business. Further, the Licensee does know *what* happened outside; it is evident from the video surveillance. He does not know *why* the security guards chose to act outside of their scope of employment, but Jalisco took the appropriate action and terminated the company. Jalisco’s actions show that it does not tolerate things like this and has implemented a more comprehensive plan for security oversight in the future.

H. Alderman Johnson stated given the events and their notoriety, and the conversation today, it seems that the Licensee runs a good business, but has not done anything to repair the damage done to the community. He stated it seems like this could happen again tomorrow and plans need to be put in place that are suitable for the Licensee, the Customer base, and the community in general.

COMMENTS: It is true that the Licensee currently *does* run a good business and Jalisco has been a good business in the community for over 30 years. Jalisco immediately issued a public statement condemning the actions of the security company. There weren’t any community members at the public hearing, or formal objections filed to expressing concern over renewing Jalisco’s licenses. There was no testimony offered wherein Jalisco was accused of being a repeat source of community problems and there is nothing in the findings of fact that show Jalisco is such a source of problems.

I. Alderman Johnson moved for approval with a 15-day suspension based on the police report and Licensee testimony.

COMMENTS: Neither the police report, the Licensee testimony, or the Committee’s findings establish grounds to suspend all of Jalisco’s licenses for 15 consecutive days.

Jalisco has been a pillar in the community for 31 years. Jalisco immediately issued a public statement speaking against the actions taken by the security company. Jalisco has expressed sympathy for the individual that the security company employees punched and kicked. Jalisco terminated its relationship with the security company. Jalisco wants nothing but the best for its customers and the Milwaukee community and wishes to move in a positive direction beyond this incident while taking measures to reasonably ensure it does not happen again. Please reconsider the Committee’s recommendation and vote to renew Jalisco’s licenses without suspension.

SECURITY SERVICES CONTRACT

MSE



This agreement is made and entered as of the 22 Day of September, 2018
 By and between Jalisco's Restaurant and Midwest Security Enforcement L.L.C.

Contract extends to the full compliance of MSE and its employees; to fully comply with Jalisco's Restaurant security expectations as well as MSE policies. MSE is a compromised security company that will continue to provide high quality service in compliance to our partner's needs and own company structured rules.

Weekly invoices will be issued the following day of the last day worked per week. These invoices must be paid within 7 days of being issued. Refer to point #9 in the MSE guidelines. Late fees may apply and up to but not limited to suspension of services.

The contract is valid for a time period of 6 months from date listed above.

With the authorization from:	<u>Irma Y. Caceres</u>
Phone Number:	<u>414-672-7070</u>
Address:	<u>1035 S. Cesar E. Chavez drive</u>
Email Address:	

1st Shift will need _____ officer onsite. For a total of 15.75 Hours per day.
 2nd Shift will need 3 officer onsite. Pay rate per hour is: **\$16.00**

The services provided include:

- Private Investigator
- Armed
- Indoors
- Civilian (undercover)
- Complete Uniform
- Outdoors
- Unarmed (no duty belt)
- Mobile Patrol

Shifts are as followed:

Day/Date	1 st Shift In	Out	2 nd Shift In	Out	Total
<i>Sunday</i>					
<i>Monday</i>					
<i>Tuesday</i>					
<i>Wednesday</i>					
<i>Thursday</i>					
<i>Friday</i>			<u>11pm</u>	<u>4am</u>	
<i>Saturday</i>			<u>11pm</u>	<u>4am</u>	
Total Hours					<u>30 hours</u>

Margarita Roman
 MSE Representative Signature

9-22-2018
 Date

[Signature]
 Representative Signature

9-22-18
 Date

MIDWEST SECURITY ENFORCEMENT L.L.C

Please READ and INITIAL the following MSE guidelines indicating that you have understood and agree to the terms:

1/1 1. When emergency backup team responds; an extra fee will be billed for their time onsite. Their time will be counted hourly, therefore billed separately.

NA 2. Cameras installed by MSE are property of MSE, therefore if contract is nulled, broken, or ended and not renewed, the cameras will be uninstalled. If you would like to keep these as they are you must pay an extra fee for them. The camera's price may be but not limited to the original sale price.

NA 3. Towing company is a third party contract, therefore any individuals whose vehicles have been towed must contact them directly. We are not responsible for damage to the vehicles while towing process.

NA 4. ATVs and Bikes are only used with permitting weather. It is to the officer's discretion if they feel comfortable on specific mobile patrol based on outdoor conditions. They reserve the right to stay off bikes and ATVs- you must communicate with onsite supervisor if you disagree for resolution.

1/1 5. Dispatch is from office. During emergencies- officers must contact dispatch to call for back up immediately. Dispatch is available 24/7 from office. Once officers contact dispatch for backup it is their duty to focus on the emergency at hand until such issue is settled or resolved.

1/1 6. Holiday Pay for officers is not included in the total annual fee. Holiday pay is time and half as incentive to work on those specific dates. Officers reserve the right to request off on the following Holidays (2018):

Monday, January 1 New Year's Day	Monday, November 12 Veterans Day
Monday, May 28 Memorial Day	Thursday, November 22 Thanksgiving Day
Wednesday, July 4 Independence Day	Tuesday, November 25 Christmas Day
Monday, September 3 Labor Day	(Please note these holidays are Federal holidays of the U.S govt.)

1/1 7. Officers are held to high standards and excellent professionalism; however, it is to your discretion whether or not you would like a specific officer to be replaced. There is a proper form to be filled out with this request and we do reserve the right to replace the officer within 48 hours. This may cause you to be short one officer onsite or that individual to continue working until replacement is assigned.

1/1 8. MSE has zero tolerance for discrimination, our officers will report any incidents that may occur onsite. If with probable cause officers experience discrimination for their sex, race, religious preference, nationality, etc. while onsite we reserve the right to no longer assign that officer and we are not held to a timeframe in which we have to replace that individual. It may be but not limited to 48 hours.

1/1 9. * Invoices to your business will be delivered Mondays for the previous week. Payment options are checks, or online. A link will be emailed to you with the link in which you are welcome to input your bank information for payment directly from your business bank account. Online credit card payment is also available for a fee of 2.40% added to your invoice. Past due bills will have a \$5.00 penalty per day until invoice is paid in full. A total of 2 continuously unpaid invoices will result in suspension of security presence. Services will be reinstated when invoice is paid, hereby we advise you that a second suspension will make contract null and to reinstate services a new contract will need to be signed, not promising pay rates to be the same. *

1/1 10. If contract is broken or nulled prior to its expiration date; and for reasons that are not at fault of the contracted party; the contracting party may face a legal civil lawsuit of up to \$10,000 as allowed by Wisconsin State Law.

[Signature]
Signature

IRMA Y CACERES
Print Name

9-22-18
Date

OWNER
Position

Maximino Roman
MSE Representative Signature

Maximino Roman
Print Name

9-22-2018
Date

OWNER
Position

Midwest Security Enforcement L.L.C

Regulations

- This contract is for the protection of Jalisco's Restaurant, its employees and customers.
- Jalisco's Restaurant located at 1035 S Cesar E. Chavez Drive Milwaukee Wisconsin 53204
- This is a 6 month contract with the starting date being September 22, 2018.
- If at any event if the restaurant is sold or closed the contract will be terminated or cancelled.
- If at any event the city of Milwaukee revokes the "Extended Hours" license or any type of license to operate the restaurant the contract will be terminated or cancelled.
- If at any event there is alot of complaints by customers, staff or police it would be brung up for attention or the contract will be terminated or cancelled.
- Midwest Security Enforcement LLC and Jalisco's Restaurant are not responsible for the parking of the family dollar and the vacant parking lot (Old dentist lot).
- Security Officers will arrive on time.
- An officer will be scanning all customers. (womens hand bags will also be checked)
- No one will be allowed entry with any weapons.
- The Milwaukee Police Department is the only exception to enter with weapons.
- People under the influence of alcohol will not be allowed for sit-down services, only allowed to take-out.
- Every 20 minutes an officer will do a walk around the inside of building to ensure the safety off all employees and customers.
- Police will be called when theirs an emergency.
- Officers will stop any customers who has not paid thier bill.
- If in any event a customer/customers need to be escorted out of the building, the security officers need to remain inside the building with the doors locked.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2018

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 Schueler/Harrington & Associates 736 N. Water St., Suite 1128 Milwaukee WI 53202		CONTACT NAME: Jill Kleinschmidt PHONE (A/C, No., Ext): (414) 785-2300 FAX (A/C, No.): (414) 785-9911 E-MAIL ADDRESS: jillk@schuelerharrington.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 SUBR INSD 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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPS2746325	01/24/2018	01/24/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/PROP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$		XBS0094833	05/23/2018	01/24/2019	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
						PER STATUTE	
						OTHER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability		CPS2746235	05/23/2018	01/24/2019	Each Occurrence	\$1,000,000
						Aggregate	\$2,000,000

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

CERTIFICATE HOLDER	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 

THE STATE OF WISCONSIN

Hereby certifies that

MIDWEST SECURITY ENFORCEMENT

was granted a license as a

PRIVATE DETECTIVE AGENCY

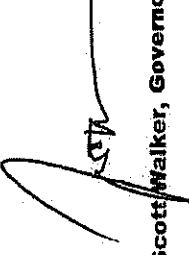
*in the State of Wisconsin in accordance with Wisconsin Law
on the 31st day of January in the year 2018.*

The authority granted herein must be renewed each biennium by the granting authority.

*In witness thereof, the State of Wisconsin
Department of Safety and Professional Services
has caused this certificate to be issued under
its official seal.*

Laura E. Gutierrez

Laura Gutierrez, Secretary



Scott Walker, Governor

This certificate was printed on the 31st day of January in the year 2018

