

Melendez, Yadira

From: Cooney, Jim
Sent: Wednesday, September 21, 2022 12:02 PM
To: Melendez, Yadira
Subject: Fw: Specific objections to the Pabst 'agreement' (The Fitzgerald)
Attachments: RE Neighborhood footprint of The Fitzgerald Villa Filomena.pdf; Fitzgerald Plan of Operations (Revised 9.16.22).pdf

Can you add to the ebook please?

Jim Cooney
License Division Manager
200 E Wells St Room 105, Milwaukee, WI 53202
(414) 286-2238



From: Bauman, Robert <rjbauma@milwaukee.gov>
Sent: Tuesday, September 20, 2022 11:58 AM
To: Doug Downing <groove25@execpc.com>
Cc: DeLessio-Parson, Ax <Axdp@milwaukee.gov>; Cooney, Jim <Jim.Cooney@milwaukee.gov>
Subject: Re: Specific objections to the Pabst 'agreement' (The Fitzgerald)

We will add your communication to the file.

Sent from my iPhone

On Sep 20, 2022, at 11:36 AM, Doug Downing <groove25@execpc.com> wrote:

Alderman Bauman,

Please note my response below to the last agreement circulated by the Pabst Theater Group and/or City Green Condominiums. This version contained edits (in red) being proposed by City Green condo owner Lee Johnson (to Points #5 and #11 regarding ticketed events); it was otherwise identical to the last 'official' version circulated on Sept. 8 by Wayne Jurecki of City Green.

Note that this version appears to be different from the previous 'final' version proposed by the Pabst Theater Group for submission in the Sept. 7 hearing (where their lawyer referenced an 11pm dispersal time for guests; now moved to 11:30pm). It was apparently modified by the PTG, in favor of their own interests and without discussion, following that hearing.

Other than the above, there has been no further public activity (or discussion) regarding this agreement.

From: Bauman, Robert rjbauma@milwaukee.gov
Subject: RE: Neighborhood footprint of The Fitzgerald (Villa Filomena)
Date: September 8, 2022 at 2:42 PM
To: Doug Downing groove25@execpc.com
Cc: DeLessio-Parson, Ax Axdp@milwaukee.gov, Cooney, Jim Jim.Cooney@milwaukee.gov

Thanks for sharing your views. I will make your comments part of the record so other council members can read them.

From: Doug Downing <groove25@execpc.com>
Sent: Thursday, September 8, 2022 2:39 PM
To: Bauman, Robert <rjbauma@milwaukee.gov>
Subject: Neighborhood footprint of The Fitzgerald (Villa Filomena)

You don't often get email from groove25@execpc.com. [Learn why this is important](#)

Alderman Bauman,

I was a bit confused by the license hearing for The Fitzgerald (on Sept. 7).

I did attend the Neighborhood Meeting on August 18th. It was unclear who called that meeting, and I received no official invitation. I was lucky that a neighbor, Lee Johnson from the July hearing, let me know of it. We tried to notify adjacent apartment buildings, but the signs we created may or may not have been seen. I know that within my own building, the invitation was removed within a day.

At that meeting, I tried to voice my concerns while allowing others plenty of opportunity to express their own views. I think a good exchange took place. However, the meeting was cut short in the middle of a PowerPoint presentation by the host, Lee Johnson, which had included some of my own photos and videos, documenting issues at the exterior of the property.

Two meetings were scheduled for the following week at City Green Condominiums, to gather ideas and draft a proposal for a revised Plan of Operation. The first meeting was cancelled. At the remaining meeting, another good discussion took place, but it did not seem enough to draft a proposal. I personally had brought materials to review and discuss that were not looked at. I was the only non-condo resident in attendance. After this, there was no further discussion, yet some sort of proposal was subsequently drafted and sent to owner Gary Witt, with only a small group notified of this. It claimed to represent the neighborhood.

Incidentally, the basis of discussion at that meeting was the existing Plan of Operation attachment, which seemed to be viewed as largely irrelevant. (As the Tierneys have subsequently moved, possibly out of utter frustration.) Looking closely at the history of hearings for this venue, I later realized how haphazardly the agreement had come together. The first set of four rules were improvised by Alderman Kovac in 2018, as an attempt at compromise between the owners and the neighbors at that hearing. The subsequent rules (A-J) were drafted privately in 2019 between the Tierneys and the Sanfilippos, or their lawyers, and possibly revised again in 2021. (Each time, this saved the Sanfilippos at the 11th hour from a likely suspension.) Though present at hearings in 2018 and 2021, my own concerns were largely excluded from these agreements

My position is: There have been 10 license renewal hearings since 2009, which indicates a fairly high degree of neighbor complaint. As you pointed out in 2018 (and 2019), the business operates in a 100% residential neighborhood, not an entertainment district. Residents have a right to the quiet enjoyment of their homes. (You came out strongly against renewal that year and the next.) Despite this, neighbors and the license committee have bent over backwards to ensure the business did not get suspended after violating its Plan of Operations, agreeing to new terms every year.

Why are we allowing this 'one-off' business to continue and expand under new ownership? How was it allowed in the first place? Why do recurring license renewal hearings not trigger a pause on the sale of such a property for the same commercial purpose?

Beyond that substantial question, I want my concerns about the exterior of the property to be recognized and accounted for within any future 'agreements'. These concerns represent the neighborhood footprint of the business—the 'pain points' that inconvenience nearby residents like myself. Some of what I've documented appears to represent violations of the existing Plan of Operation, which the new owners (or the Sanfilippos operating under a provisional license) have claimed to be upholding. Others look like basic property boundary violations.

<https://www.youtube.com/watch?v=95oyvwy3-x8&list=PLIANva7V2h5Z5MxpVqHWMh7t5LOd15jTQ>

- wedding music (in garden terrace, amplified)
- pre-event music (amplified)
- guests arriving, being dropped off
- outdoor ceremonies (with crowd response: "Woo!")
- outdoor celebrations (with amplified music)
- post-event gatherings at front of property
- guests congregating in adjacent driveway (Marneau Apts., 1129 N. Marshall St.)
- more informal gathering in venue driveway
- guests leaving, catching rides (shouting in street, etc.)
- loud conversations or celebrations in garden terrace, into the night
- late-night truck deliveries (load in or load out, engines idling)

Note that in 2018, the owner's agent explicitly stated that outdoor music was limited to two pieces, a processional and a recessional. A string quartet was the most frequent example (though DJ was also mentioned). She pleaded for the continuation of outdoor music for this specific ceremonial purpose. However, usage has since expanded to include amplified pre-event music, which is not what was represented. (I understand and appreciate its value in creating an event atmosphere for guests, but it is an expansion of that footprint.)

In addition, one video (Oct. 2, 2021) demonstrates amplified music being played either outdoors within a tent, or from indoors coming through the doors of the garden terrace. Both of these scenarios are troublesome. The Plan of Operation states that the doors must be closed whenever music is being played indoors, while the allowance for outdoor music (as

discussed in 2018) was for wedding ceremonies, for brief periods, not for celebrations.

Throughout these videos, there are examples of crowd noise, jubilant exclamations ('Woo!'), yelling, and loud conversations, possibly inebriated. These are part and parcel of the business, and I'm not convinced they can be controlled—particularly as these outdoor spaces and the surrounding neighborhood are part of what's being sold to guests. Nevertheless, a serious attempt should be made to do so, if this business is going to continue to operate.

Frankly, the 'lush garden terrace' (a.k.a. patio, or stone courtyard) is a pain in the ass for anyone who has to live across the street from it. Its usage is a major noise source. All it takes is a few people; with a full party, the sustained crowd noise is substantial. This is a parallel to the scenario you brought up in 2018: If I'm in my home on a Saturday afternoon or evening trying to listen to the radio, it becomes difficult to do so. I've heard one City Green resident recently request (twice) an acoustic analysis of the venue interior; whether they are actually disturbed by indoor noise, I don't know. My wish would be to put that level of analysis on the exterior of the property or the surrounding street or neighborhood (including my own apartment, if necessary) to substantially deal with that issue for the benefit of residents nearby.

I also think that serious restrictions would need to be put in effect to diminish the haphazard noise disturbances created by guests at the exterior of the property. It's not enough to have signs posted encouraging guests to respect the neighborhood. Access to all outdoor areas should be limited and controlled, particularly as the night continues—this would include the garden terrace, the portico entryway (where guests often gather informally), the surround walkways, the front yard, and the adjacent driveways. Limiting outdoor access might help reduce street chatter between guests leaving the venue and those still in attendance.

Ultimately, I am against the licensing of this venue as a Class B Tavern and Public Entertainment Premises, based on the history of the venue and the amount of noise disturbance at the exterior of the property. It is a poor fit for its surroundings and does not serve its immediate neighborhood. But, as with other neighbors before me, I am expending considerable energy and thought in trying to suggest solutions to these problems—first by getting the problems acknowledged.

Sincerely,
Doug Downing
1114 N. Marshall St. #202

P.S. I would like to further note that elements of the business's operation have been alluded to repeatedly in previous license hearings without being a part of the written Plan of Operation. There's been a representation (in the July 2022 hearing) that new ownership is simply continuing the same business, but it's unclear whether that's true in regards to these aspects. An example of this would be a stated Villa Filomena rule (e.g., in 2018) that 'no alcohol is served one hour prior to the end of an event'. Will this still be true? Would a change in this policy impact the neighborhood footprint?

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This Operational Plan includes alterations to rules previously put into place by the License Committee in 2018. Protections for the neighborhood have been significantly weakened and were already marginal. The new ownership is not following rules and representations of the business made by the previous owners or agents before the License Committee.

This is not a viable agreement. As noted previously, the process was neither transparent nor fully inclusive. It does not represent my concerns as a neighbor.

(Note, for example, Point #4 concerning noise levels and city ordinances, which basically says, 'We agree to abide by existing city laws'. This is not a meaningful or necessary rule. It does nothing to protect the neighborhood.)

Please also note that there have been noise disturbances associated with recent events on Sat., Sept. 10th and Sat., Sept. 17th—specifically, trolleys collecting patrons in the street, idling for extended periods and ringing bells, and amplification used for celebrations (not ceremonies; hip-hop and deejaying) in the garden terrace. The footprint of the business is expanding, and the Pabst (or the Sanfilippos, acting as provisional license holders) are in violation of the existing agreement, again.

Sincerely,
Doug Downing
1114 N. Marshall St. #202

Begin forwarded message:

From: Doug Downing <groove25@execpc.com>
Subject: Re: Pabst [QBLLP-ACTIVE.FID42192044]
Date: September 18, 2022 at 2:35:34 PM CDT
To: Lee Johnson <ljohnson@innsport.com>
Cc: Wayne Jurecki <wjurecki@264bell.com>, Kate Freed <jkatefreed@gmail.com>, Julie Hickey <hickey4@comcast.net>, "ritasigmund@gmail.com" <ritasigmund@gmail.com>, "Curt D. Sigmund" <csigmund@mcw.edu>, "dianatimmers@hotmail.com" <dianatimmers@hotmail.com>, "kerakilbourne@gmail.com" <kerakilbourne@gmail.com>, "903@bellapt.com" <903@bellapt.com>, "tjnuzza@gmail.com" <tjnuzza@gmail.com>, "JG60208@gmail.com" <JG60208@gmail.com>, marchart3@yahoo.com, "Michael Maistelman (msm@maistelmanlaw.com)" <msm@maistelmanlaw.com>

Lee,

Thanks for your efforts!

In short, this agreement is expanding the business's neighborhood footprint, not diminishing it.

While City Green deserve credit for hosting meetings and devoting time and energy into drafting a proposal, this has not been a **transparent** or **fully-inclusive**

process. I was disturbed that the resulting Plan of Operations claimed to represent our neighborhood. That's why it was important to me to show up to the Sept. 7th license hearing to present my own materials.

My position on this is as outlined in my letter to Ald. Bauman, following that hearing (attached).

As an example, let's look at Point #1 of the revised plan. This rule was originally created extemporaneously as a compromise by chairperson Ald. Kovac in 2018. At that time, Ald. Bauman was strongly advocating for 'no outdoor music' on behalf of neighborhood residents. The agent for the business, Tina Sanfilippo, pleaded for its continuation in order to serve existing clients through the remainder of their wedding season. What she represented: Two pieces of music only, a processional and recessional, typically an acoustic string quartet, no more than 1/2 hour, roughly between 5:30 and 6pm. Since then, this practice has been informally extended to include celebrations of any length (not just ceremonies), or music of any type and purpose, without specificity as to amplification or volume.

Likewise, there is nothing here about amplification in general; this weekend, we heard a host or DJ on the garden terrace loudly announce, "It is drinking time! Everyone go get drunk, get some drinks... It is cocktail hour starting right now. Yeah! Everyone start drinking their asses off!" This kind of sh*t should happen indoors only, no matter what the time of day. We're not hosting a weekly block party here.

Point #2: The phrase 'after 6pm' has been added. This significantly weakens the existing agreement (as stipulated by Ald. Kovac in 2018). Was this change added by the person drafting the new proposal or the business responding to it? Without transparency, we don't know. Regardless, it is not part of the original agreement, and it is expanding the neighborhood footprint of the business in a domain of established, known concern.

Point #3: The word 'reasonable' and 'unreasonably' seem to provide an escape clause for the business. They are being used to soften the original agreement.

Point #4: Few people understand what these noise ordinances say and how they are to be applied in relation to transient sounds and noise disturbance, particularly as they affect nearby residents within their homes. Further, Alderman Kovac has stated previously that licensing renewal does not hinge on whether such noise violations are successfully documented or reported. If these laws already exist, their reference here accomplishes little, other than awareness.

Point #5: I am not a lawyer or city representative and cannot comment on the legality of introducing 'ticketed events' into this application by way of a neighboring condo association addendum, for a business operating in a residential area that has specified 'Private Events' in their application. I am uncomfortable with this.

Point #6: Guests at the exterior of the property are a major source of noise, including guests using the exterior for personal reasons. Exterior areas include the garden terrace, the portico entryway, the surrounding walkways, the front yard,

and the adjacent driveways. This issue is addressed very lightly and inadequately here.

Point #7: 'Best efforts', 'unreasonable', and 'unreasonable' (again, more modifiers). Another source of engines idling are the trolleys or buses that appear on the street outside to pick up guests after an event. These are not mentioned here and were a feature of the Sat., Sept. 10th event, where one such trolley double-parked with engines running for over a half hour (roughly 10 to 10:30pm) before receiving any patrons. (Could cell phone communication not be used to minimize this type of idling?) This same trolley was in operation until roughly 11:30pm, and rang its bell loudly several times before leaving the venue.

Point #8: It concerns me that a condo member has several times mentioned the idea of an acoustical analysis of the property, yet this idea has never been represented on paper as a formal request or proposal. My own concern are the acoustics of the exterior of the property (and/or the street). What's written here is noncommittal and does not appear to address the exterior.

Point #9: I have no ability to evaluate the Security requirements of this business. I would note that previous specifications regarding Security in the existing agreement came about primarily due to personal conflict between the Tierneys and Sanfilippos. A third party was stipulated to reduce this personal friction. In a 2021 hearing, that security advisor indicated he appeared onsite for 6 initial events and thereafter remained on-call only (not onsite). He indicated his assessment of sound level was relative to his experience working at hip-hop shows or performances, which are typically significantly louder.

Point #10: The timeline here has softened from an earlier draft, which specified an 11pm dispersal time.

Point #12: The wording here reveals the nature of the document as pertaining primarily to City Green condo owners rather than the neighborhood as whole. The privatization of this agreement is concerning. I gather that the condo association has a well-developed and well-used communication network that surrounding apartment buildings lack. It is unclear to me how and why property ownership confers a higher level of inclusion in this process.

In closing, what a great way to spend my Sunday this has been! Seriously, I do appreciate being kept in the loop, but I am tired of one- or two-day deadlines. A single deadline, the license application hearing, should be enough for residents. Some of us (including you) have already participated in two of them, with little to show for it.

Sincerely,
Doug Downing
1114 N. Marshall St. #202

On Sep 17, 2022, at 5:43 PM, Lee Johnson
<ljohnson@innsport.com> wrote:

Hi All,

Attached is a Plan of Operation that the PTG attorney has forwarded as of Friday. I don't know if he has forwarded to others so am doing so by way of this email. Unless there is significant pushback I believe it will be accepted as written. So please comment no later than Monday if you have comments or suggested changes. That is to ensure there is time to incorporate the plan in the license application.

Lee E. Johnson | [The MotonMonitor.com](http://TheMotonMonitor.com)
ljohnson@innsport.com | www.TheMotionMonitor.com
Skype ID: innsport03
mobile 773-592-8777

From: Kersey, Daniel J. <Daniel.Kersey@quarles.com>
Sent: Friday, September 16, 2022 2:05 PM
To: Michael S Maistelman <msm@maistelmanlaw.com>; Lee Johnson <ljohnson@innsport.com>
Subject: Pabst [QBLLP-ACTIVE.FID42192044]

Michael, Lee,

Thanks again for your time yesterday. Attached please find revisions to the plan of operations (in Microsoft word, track changes). Please let me know if you have any comments or questions regarding this.

Best,
Dan

<125EvergreenEmailSignature_a6b3add9-9dae-435d-970f-4c0911565efe.jpg><Fitzgerald Plan of Operations (Revised 9.16.22).docx>

FOR INCLUSION IN OPERATIONAL PLAN

1. Any music playing outside of the Venue must end by 6:00 p.m.
2. While music is playing inside of the Venue after 6:00 p.m., all exterior Venue windows and doors shall remain closed (provided that doors may be opened and closed to permit guest entry and exit from time to time).
3. Indoor music at the Venue must be turned down to a reasonable level at 10:00 pm, so as not to be unreasonably heard outside. All indoor music at the Venue must end by 11:00 p.m.
4. Noise levels at the Venue shall not exceed limits established in Milwaukee City Ordinance Sections 80-64 and 80-65.
5. PTG may host the following events at the Venue: (i) "private" events as has been the past practice of Villa Filomena (such as wedding ceremonies, receptions and other non-ticketed private events); and (ii) other events, limited to **dining** events, **lecture** events, and other cultural events **(such as low-volume music performances, dance events and plays)** which may be ticketed. **The number of "other cultural events" (such as low-volume music performances, dance events and plays) will not exceed 10 per calendar year.**
6. The outdoor courtyard at the Venue must be closed to planned event activity at 10:00 p.m.; provided, however, that the outdoor courtyard may be utilized by guests for personal reasons, such as smoking, cooling off or stepping outside. PTG will ensure that security and management personnel will supervise and monitor any such outside activity. PTG will further ensure that signs will be posted instructing guests to respect the Venue's neighbors.
7. PTG security and management personnel will use their best efforts to (i) prevent unreasonable noise during the disposal of recyclables and garbage in outdoor dumpsters at the Venue, (ii) prevent the running of truck engines for unreasonable periods of time at the Venue and (iii) eliminate unreasonable disturbances associated with event tear-down at the Venue.
8. In connection with renovations planned as of the date hereof, PTG will in good faith consider and if commercially reasonable and viable, implement, additional sound dampening to the Venue.
9. PTG will employ or otherwise engage appropriately trained security personnel, which personnel will be present at each event at the Venue to ensure compliance with this Agreement. The number of such personnel will be appropriately determined and proportionate to the size and nature of a given event.
10. All event contracts for the Venue will provide that the event must end at or before 11:00 p.m. PTG management and security personnel will ensure (i) guests disburse from the Venue at or before 11:30 p.m. and (ii) vendors exit the Venue by midnight (12:00 a.m.).
11. **All ticketed events must end at or before 10:30 p.m.**
12. In furtherance of the foregoing, PTG will provide to City Green a phone number to reach PTG management at any time to discuss events at the Venue. PTG will use its best efforts to promptly respond to any such phone call.