



JAMES A. BOHL JR.
Alderman, 5th District

Date: October 17, 2008

To: All members of the Milwaukee Common Council

From: Licenses Committee

Re: Report on the renewal application of Daniel L. Crawford for a Class "B" Tavern license for the premises located at 235 North 36th Street in the City and County of Milwaukee, Wisconsin ("Ark Inn").

FINDINGS OF FACT

1. Daniel L. Crawford ("Licensee") is the holder of a Class "B" Tavern license for the premises located at 235 North 36th Street in the City and County of Milwaukee, Wisconsin ("Ark Inn"). Said license expires at midnight, November 28, 2008.
2. An application to renew said license was filed with the Office of the City Clerk on August 27, 2008.
3. Pursuant to Chapter 90 of the Milwaukee Code of Ordinances and Chapter 125 of the Wisconsin Statutes, the matter was referred to the Milwaukee Police Department for investigation. On August 28, 2008, the Milwaukee Police Department responded with a police report that could form a basis for non-renewal or suspension of said license. There were also claimed neighborhood objections to loitering, littering, drug and criminal activity, loud music and noise, parking and traffic problems, sales and presence of underage, fights, possession of guns, disorderly patrons during and after hours, and conduct which is detrimental to the health, safety, and welfare of the neighborhood.
4. On October 3, 2008, the City Clerk's Office provided timely notice to the Licensee pursuant to Chapter 90 of the Milwaukee Code of Ordinances and Chapter 125 of the Wisconsin Statutes of the report of the Milwaukee Police Department and neighborhood objections and included therewith a copy of the Milwaukee Police Department report. The matter was scheduled for a hearing on the Police Department report and neighborhood objections on October

14, 2008, commencing at 9:30 a.m. in Room 301B of City Hall, 200 East Wells Street, Milwaukee, Wisconsin, 53202. At said date, time and place, the Licensee appeared and admitted receipt of notice for the hearing, as well as notice of the objection to renewal of the license. The Licensee was not represented by counsel.

5. Based upon the sworn testimony heard and the evidence received at the hearing, the Committee finds the following:

A. On December 9, 2006, officers of the Milwaukee Police Department, along with a 20-year old police aide, conducted an underage premises check at the licensed premises. The police aide, under the direction of the officers, entered the premises and sat down at a table. She then went to the bar and ordered three cans of Miller Lite Beer from the bartender. She was served without being asked for identification during the purchase. The Licensee was issued a citation for sale of alcohol to underage-licensee responsibility. The Licensee was found guilty on this citation on March 12, 2007 and fined \$160.00.

B. On March 7, 2007, at 8:58 a.m., officers of the Milwaukee Police Department were dispatched to the licensed premises for a "Subject Wanted" complaint stemming from an earlier call investigated by late-shift officers. Upon their arrival the officers spoke to the caller, Larry Bateman. Mr. Bateman had a laceration to his lower lip, right side, a black and bloodied and swollen right eye, scratches to his left cheek, and was limping, complaining of pain to his left ankle. After the interview, he was sent to the hospital for treatment. Mr. Bateman told officers he was assaulted by a female known to him at the tavern. The incident started inside the licensed premises and continued outside. After the investigation the officers charged both parties with substantial battery and an incident report was filed.

C. On July 17, 2007, officers of the Milwaukee Police Department were patrolling the areas of 36th and Mt. Vernon Avenue because of numerous citizen complaints regarding the licensed premises. As the officers were traveling eastbound on West Mt. Vernon Avenue, about one block away, they could hear loud music playing and numerous people yelling. As they neared the corner, they observed that the music was coming from a vehicle parked directly in front of the tavern, and about 20 people loitering and dancing in front of the tavern. When they stopped the squad numerous people ran from the scene. The police were able to detain two subjects associated with the vehicle playing the loud music. The tavern patrons caused a large disturbance in the area.

One of the subjects was in possession of a pipe used to smoke crack cocaine.

D. On July 20, 2007, at 3:55 p.m., officers of the Milwaukee Police Department were dispatched to 36th Street and Mt. Vernon Avenue regarding a complaint of a "subject with a gun." The officers were given a description of the suspect. They were told the subject had thrown the gun on the roof of the tavern. Upon their arrival, the officers observed a subject matching the description of the suspect seated on steps in the area with another person who was his brother. A pat-down search revealed that the subject had on his person three cell phones, one of which was on and had a photo of a black and silver revolver, a SKS assault gun, and the black and white cap given in the description of the subject. When officers searched the roof they found a silver and black handgun, long with a SKS assault weapon, and another long gun, .22-caliber rifle. All three guns were loaded with ammunition. During a warrant search of the subject's residence, police recovered another gun and a small quantity of cocaine. Two arrests were made: felon in possession of a gun and possession of controlled substance (second offense). During the 2008 – 2009 license year renewal hearing the licensee testified that this incident did not have anything to do with his tavern, and that he was a victim of the activity of the individual with the gun.

E. For the 2007 – 2008 license year renewal hearing, four neighbors testified to a change in the previous nine to twelve months from a neighborhood bar with an older clientele to a younger, rowdier clientele driving in from other parts of the city.

F. For the 2007 – 2008 license year renewal hearing, another neighbor, who lives across the street, testified that she is afraid to let her children walk past the bar, which opens at 10:00 a.m. each day. She testified that she frequently sees people hanging out in front of the bar. During the past year, she called the police to report fights that she believed started inside the bar. She testified that she has observed loud music coming from cars parked in front of the bar and driven by patrons of the bar.

G. For the 2007 – 2008 license year renewal hearing, another neighbor testified about seeing smashed beer bottles all over the area around the bar. She had seen men standing outside the bar exchanging money for "packages" of presumed drugs. She had observed bar patrons hanging out in front of the bar inside and on top of their vehicles playing loud music. She testified that the noise and loitering problems occur both at night and in the

afternoon. One afternoon during the week before the Licenses Committing hearing, she observed cars stopped in front of the bar blocking traffic; a man came out of the bar holding an open beer bottle, began talking to the driver of the car, and then got in the car with his open beer and drove away from the bar.

H. For the 2007 – 2008 license year renewal hearing, another neighbor testified that the bar used to be a nice neighborhood bar but the problems associated with the bar had been really bad during the past nine to twelve months. He had observed a new crowd of younger people driving to the bar, hanging out in front of the bar, in and on top of their cars, and playing loud music. He had seen people hanging out in front of the bar during the day selling “packets.” He had observed bar patrons littering and garbage from the bar is all over the street.

I. For the 2007 – 2008 renewal year, Alderman Michael Murphy testified that the bar had not been a problem in the past but that something had happened in the last year as he received numerous calls from neighbors complaining about the bar. Alderman Murphy also produced a document indicating numerous “calls for service” to the Milwaukee Police Department regarding this licensed premises. He stated that there are lots of young children in the neighborhood surrounding the bar.

J. For the 2007 – 2008 license year renewal hearing, the licensee admitted having problems with the bar during the past year and suggested that a change to rap music may have caused the problems.

K. In 2007, the Class “B” Tavern license for this premise was renewed with a thirty (30) day suspension.

L. On February 24, 2008 at 1:30 a.m., officers investigated drug dealing by customer’s complaint at the “Ark Inn” at 235 North 36th Street. Upon their arrival the officers found the front doors to be locked and several dozen patrons inside. After knocking loudly numerous times, the employees opened the door from behind the bar by use of an automatic door buzzer. Once inside, officers found a baggy with 4.68 grams of marijuana that had been discarded in the bathroom. The employees stated that door had been locked only for a short time because of issues with several patrons that were asked to leave and that they were trying to avoid any further trouble. Three arrests were made of patrons. One for carrying a concealed weapon knife, one for Disorderly Conduct and warrants, and one for warrants.

M. On April 4, 2008 at 1:31 p.m., officers, along with Special Agent Georgeann King from the Wisconsin Department of Revenue, conducted an inspection of the "Ark Inn" at 235 North 36th Street. The licensee, Daniel Crawford, was on the scene and an inspection of the business invoices was conducted. Some bottles of stock were observed that were not purchased from a licensed wholesale dealer. Also found were some liquor bottles that were contaminated with bugs and foreign objects. The contaminated bottles were disposed of. No citations were issued by the officers, and violations would be addressed by Agent King. The licensee at hearing claimed that the uninvoiced liquor was for his personal consumption.

N. On June 21, 2008 at 1:14 a.m., officers were dispatched to a shots fired complaint at N. 36th Street and W. Mt. Vernon Avenue. Upon their arrival, officers observed the area was quiet and no one was around so they went into the "Ark Inn", which appeared to be open. Officers spoke with the licensee, Daniel Crawford, who stated that he did hear three gunshots but he did not call police because the gunshots had nothing to do with his business. Officers learned that there was a gunshot victim at St. Joseph's Hospital and that the shooting occurred outside of the "Ark Inn". Interview of the victim revealed that the victim and suspect argued in the bar and the suspect left. The victim left a short time later and was approached by the suspect and they argued some more. During this argument the suspect removed an unknown firearm from his waistband, so the victim began to run away. While running, the victim heard shots fired and sustained a gunshot wound to her torso.

O. The licensee, Daniel Crawford, was interviewed by a Detective at 2:40 a.m. the same day regarding the shooting. At this time the licensee indicated that there was an altercation that started on the dance floor and that the patrons involved were told to leave. There was then some yelling taking place outside. The licensee looked outside and observed a female with what appeared to be a revolver in her hand. The licensee stated he yelled to the female that they have to get away from his place and he ran back inside to have someone call 911 when he heard four gunshots fired.

P. Neighbors supportive of the renewal of this license testified that the neighborhood is the source of the problems regarding this tavern, and that the licensee cooperates with police and is a victim of the neighborhood. The local alderman testified that the licensee has cooperated with police and did report a drug house for which

no police action was taken until thirty days later. The local alderman also testified that there are two other taverns in the near area that never have problems and that this licensee has not learned from the experience of last year and the need to make changes that will discourage the activity that has plagued this tavern in the last license year.

Q. The licensee testified that in the last year has started to close at midnight and sometimes as early as 10:00 p.m. He is willing to cut his hours to midnight in order to help control the problems.

R. No neighbors testified in opposition to the renewal of this license.

CONCLUSIONS OF LAW

1. The Committee has jurisdiction to hold hearings and provide Findings of Fact, Conclusions of Law and a Recommendation to the full Common Council pursuant to Chapter 125 of the Wisconsin Statutes and Chapter 90 of the Milwaukee Code of Ordinances.

2. Based upon the above facts found, the Committee finds that the Licensee, Daniel L. Crawford has not met the criteria of Chapter 125, Wis. Stats. or Chapter 90 of the Milwaukee Code of Ordinances to allow renewal of the Class "B" Tavern license held by the Licensee for the premises located at 235 North 36th Street in the City and County of Milwaukee, Wisconsin ("Ark Inn") without undergoing a sixty (60) day suspension of said license, and amendment of the hours of operation to require closing at midnight seven days per week. The Committee finds the police report, as stated above, to be true.

3. The Committee recommends that the full Common Council of the City of Milwaukee exercise its judgment to renew the Class "B" Tavern license for the licensed premises at 235 North 36th Street in the City and County of Milwaukee, Wisconsin ("Ark Inn") held by Daniel L. Crawford with a 60 day suspension of said license, and amendment of the hours of operation to require closure at midnight seven days per week, based upon the danger that his conduct represents to the health, safety and welfare of the citizens of the City of Milwaukee.

RECOMMENDATION

Based upon the Findings of Fact and Conclusions of Law stated above, the Committee, by a vote of four (4) ayes, zero (0) noes, and one (1) excused, recommends that the Class "B" Tavern License of Daniel L. Crawford for the premises located at 235 North 36th Street in the City and County of Milwaukee, Wisconsin ("Ark Inn") be renewed with a sixty (60) day suspension, and that the hours of operation be amended to require closure at midnight seven days per week.

Said suspension is to be in effect between 12:01 a.m., November 29, 2008 and midnight, January 27, 2009.

Dated and signed at Milwaukee, Wisconsin this 17th day of October, 2008.



JAMES A. BOHL, Jr., Chairman,
Licenses Committee



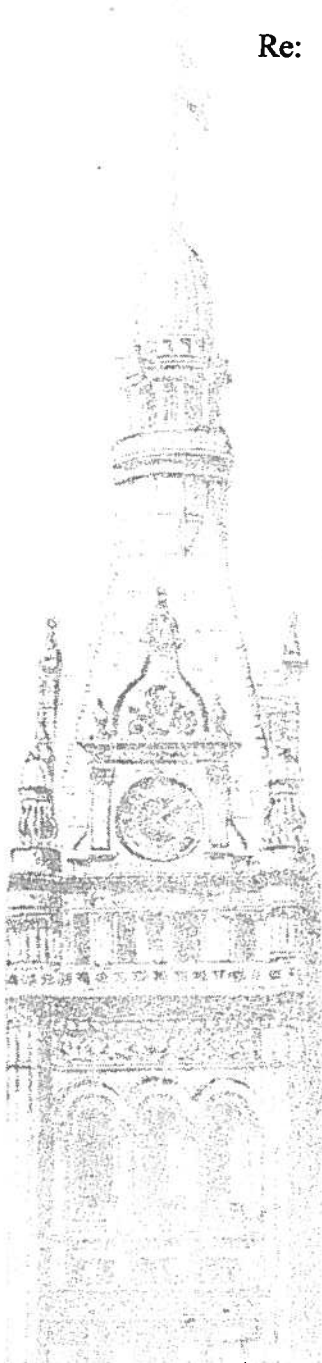
JAMES A. BOHL JR.
Alderman, 5th District

Date: October 17, 2008
To: All Members of the Milwaukee Common Council
From: Licenses Committee

Re: Report on the Renewal Application of the Class "B" Tavern license of Enicacio Sanchez, Agent for El Potro, LLC for the premises located at 2000 West Mitchell Street in the City and County of Milwaukee, Wisconsin ("La Jarra")

FINDINGS OF FACT

1. Enicacio Sanchez (hereinafter "the Licensee") is the holder of a Class "B" Tavern license for the premises located at 2000 West Mitchell Street in the City and County of Milwaukee, Wisconsin ("La Jarra"). Said license expires at midnight on October 22, 2008.
2. An application to renew said license was filed with the Office of the City Clerk on August 12, 2008.
3. Pursuant to Chapter 90 of the Milwaukee Code of Ordinances and Chapter 125 of the Wisconsin Statutes, the matter was referred to the Milwaukee Police Department for investigation. On August 13, 2008, the Milwaukee Police Department responded with a report regarding the renewal of said license, which could form a basis of non-renewal or suspension. There were also claimed neighborhood objections to loitering, littering, loud music and noise, parking and traffic problems, drug and criminal activity, sales to underage, prostitution, trespassing, public urination, and conduct which is detrimental to the health, safety, and welfare of the neighborhood.
4. On September 11, 2008, and on October 3, 2008, the City Clerk's Office provided timely notice to the Licensee pursuant to Chapter 90 of the Milwaukee Code of Ordinances and Chapter 125 of the Wisconsin Statutes of the report of the Milwaukee Police Department and the neighborhood objections, and included therewith a copy of the Milwaukee Police Department report. The



matter was scheduled for a hearing on the police department report and neighborhood objections on September 23, 2008 at 8:30 a.m. in Room 301B of City Hall, and October 14, 2008 at 8:30 a.m. in Room 301B of City Hall, 200 East Wells Street. The licensee failed to appear for his hearing on September 23, 2008, and the matter was rescheduled to October 14, 2008. However, a neighbor appeared in response to the Notice on September 23, 2008 and testified to problems associated with the patrons entering and leaving this premise. The Committee held the matter on September 23, 2008 to see if the licensee would respond to his Notice. A copy of the transcript of the hearing on September 23, 2008 was provided to the licensee with the second notice. On October 14, 2008, the Licensee appeared and admitted receipt of the notice of hearing, together with a copy of the Milwaukee Police Department report. The Licensee was not represented by counsel.

5. Based upon the testimony heard and evidence received, the Committee makes the following findings of fact.
 - A. On July 17, 2008 at 9:30 p.m., Milwaukee police conducted a tavern check at 2000 West Mitchell Street. Investigation found two patrons selling drugs inside the tavern. Officers confiscated cocaine and currency and arrested a subject and charged him with POCS-WITD-Cocaine.
 - B. At hearing, the local alderman testified that prior to this licensee operating this premise it had no problems, but that since this licensee has taken over there are the problems that are evident from the police report. The local alderman testified that the licensee does not give careful attention to the details of what is happening in the tavern.
 - C. An objecting neighbor testified to numerous incidents of patrons entering this premise and littering the area with beer bottles while going to the tavern. Further she testified to numerous incidents of public urination when patrons leave the premise.

CONCLUSIONS OF LAW

1. The Committee has jurisdiction to hold hearings and provide Findings of Fact, Conclusions of Law and a Recommendation to the full Common Council pursuant to Chapter 125 of the Wisconsin Statutes and Chapter 90 of the Milwaukee Code of Ordinances.

2. Based upon the above facts found, the Committee concludes that the Licensee, Enicacio Sanchez, has not met the criteria of Chapter 125 of the Wisconsin Statutes or Chapter 90 of the Milwaukee Code of Ordinances to allow renewal of his Class "B" Tavern license for the premise located at 2000 West Mitchell Street in the City and County of Milwaukee, Wisconsin without undergoing a twenty (20) day suspension of said license. The Committee finds the incident in the police department report and neighborhood objections, as stated above, to be true.

3. In order to protect the health, safety and welfare of the citizens of the City of Milwaukee, it is the recommendation of the Licenses Committee that the full Common Council of the City of Milwaukee should exercise its judgment to renew the Class "B" Tavern license of Enicacio Sanchez, for the premises located at 2000 West Mitchell Street in the City and County of Milwaukee, Wisconsin ("La Jarra"), with a twenty (20) day suspension based upon his past activities as a licensee, and for the danger the operation of this premises posed to the health, safety and welfare of the citizens of the community.

RECOMMENDATION

Based upon the Findings of Fact and Conclusions of Law stated above, the Committee, by a vote of four (4) ayes, zero (0) noes and one (1) excused, recommends that the Class "B" Tavern license of Enicacio Sanchez, for the premises located at 2000 West Mitchell Street in the City and County of Milwaukee, Wisconsin ("La Jarra") be renewed with a twenty (20) day suspension.

Said suspension is in effect from the time of Counsel action on October 29, 2008 through midnight, November 18, 2008.

Dated and signed at Milwaukee, Wisconsin this 17th day of October, 2008.

James A. Bohl Jr.

JAMES A. BOHL, Jr., Chairman
Licenses Committee



JAMES A. BOHL JR.
Alderman, 5th District

Date: October 17, 2008

To: All Members of the Milwaukee Common Council

From: The Licenses Committee

Re: Report of the Renewal Applications of Heath N. Wasserman d/b/a "Duffy Amusements" at 2740 South 9th Place in the City and County of Milwaukee, Wisconsin.

FINDINGS OF LAW

1. Heath N. Wasserman (hereinafter the "Licensee") is a holder of Amusement Machine and Phonograph Distributor Licenses operating under the name of "Duffy Amusements." Said license expired at midnight June 30, 2008.
2. Applications to renew said licenses were filed with the Office of the City Clerk on July 17, 2008.
3. Pursuant to Sections 84-56-1-b and 107-13-3-c of the Milwaukee Code of Ordinances (hereafter "MCO"), the matter was referred to the Milwaukee Police Department for investigation. On July 18, 2008, the Milwaukee Police Department responded with an objection to the renewal of said license citing various violations committed by the licensee over a period of time and also noting that the Milwaukee Police Department could not confirm the eligibility of the licensee for licensure under the provisions of Sections 84-56-2-c and 107-13-3-c-2 of the MCO.
4. On the dates of August 20, 2008 for hearing on September 3, 2008, and on September 9, 2008 for hearing on September 16, 2008, and on October 6, 2008, the City Clerk's Office provided timely notice to the Licensee of the objections of the Milwaukee Police Department and included therewith additional notice that the license could be denied for the following reasons: A communication from the State of Wisconsin Department of Corrections regarding convictions for gambling and felon in possession of a firearm, as well as the transcripts of the each prior hearing of the Licenses Committee for the dates of September 3,

2008, and September 16, 2008. In addition, there were objections to the renewal of the license due to the fact that the applicant does not meet the qualifications to hold the license and the applicant may have made a false statement or materially incorrect statement on the application, relating to the business location and residency. Milwaukee Code of Ordinances 84-56-1-c and 107-13-3-c-2 require residency as follows, "No (amusement machine) distributor's license shall be granted to any person or partner not a resident of this state for at least one year prior to the date of filing of the application. In the case of a corporate applicant, a one year state residency requirement shall apply to the agent." Specifically, the applicant listed a home address of 2903 North 23rd Street on his renewal application and indicated the length of residency as 2½ to 3 months. The matter was held on September 3, 2008 for the specific reason of allowing the applicant time to produce evidence to the Milwaukee Police Department that in fact he meets the residency requirements of the MCO set forth above. The applicant failed to provide the Milwaukee Police Department License Investigation Unit documents illustrating proof of residency. Finally, there was an objection to the fact that the applicant did not operate his Amusement Machine/Phonograph Distributor business from the address of 2740 South 9th Place as sworn to on the applications. The matter was scheduled for an additional hearing on October 14, 2008, commencing at 10:45 a.m. in Room 301B of the third floor of City Hall. At said date, time and place, the Licensee appeared and was represented by Attorney Franklin Gimbel, Gimbel, Guerin, Reilly, and Brown, 330 East Kilbourn Avenue, Milwaukee, WI 53202-3146.

5. Based upon the sworn testimony heard and the evidence received at the hearing, the Committee finds the following:
 - A. On May 17, 1989, in San Luis Obispo, California, the applicant was charged with possession of a controlled substance with intent to deliver. He was found guilty and was sentenced to 180 days in jail and three years probation.
 - B. On April 9, 1991, the applicant was arrested in Milwaukee County for operating an auto while intoxicated. On April 16, 1991, he was found guilty in the Circuit Court of Milwaukee County, fined \$491.00 and suffered a six-month suspension of his operator's permit.
 - C. On June 4, 1996 at 6:00 p.m., officers of the Milwaukee Police Department made a lawful inspection of the licensed premises at 4418 West Lisbon Avenue in the City and County of Milwaukee,

Wisconsin ("D & S Express"). Officers were checking the tavern because of a complaint of illegal gambling machines. Officers observed that a video slot machine had been placed in the tavern. An investigation revealed that the illegal machine along with a compact disk jukebox had been placed in the tavern by the applicant, Heath N. Wasserman. The Milwaukee Police Department observed that the applicant had been warned regarding these types of gambling machines in the past. The Licensee was cited for dealing in gambling devices and phonograph distributor license required. The charge with respect to dealing in gambling devices was refused by the District Attorney, but the citation with respect to phonograph distributor license required resulted in a guilty finding in the Milwaukee Municipal Court. On June 13, 1997, Mr. Wasserman was fined \$203.35.

- D. One June 10, 1997, the Utilities and Licenses Committee approved the applicant's Amusement Machine Distributor and Phonograph Distributor Licenses despite police objection. The disposition for the events of June 4, 1996 was decided after the Utilities and Licenses Committee hearing.
- E. At the Utilities and Licenses Committee hearing of September 10, 1996, Sergeant Dennis Vento of the Milwaukee Police Department testified that on February 19, 1996, Mr. Wasserman was given a warning by vice squad officers to take certain machines out of taverns and leave them out. A few months later, the machines were back in the taverns. Sergeant Vento also revealed that on June 4, 1996, officers went into a tavern located at 4418 West Lisbon Avenue in the City and County of Milwaukee, Wisconsin in response to a citizen's complaint about illegal gambling machines. The officers observed a Cherry Master Video slot machine. The Licensee of the tavern stated that the machine had been placed there by Mr. Heath N. Wasserman, and she was not aware of the fact that the machine was illegal. Officers contacted Mr. Wasserman, and advised him that the machine would be confiscated. He was further advised to appear in the District Attorney's Office regarding the offense. Mr. Wasserman requested that the officers give him a warning and stated that he would remove the machine.

At the time of the Utilities and Licenses Committee hearing, Chairman Gordon warned Mr. Wasserman against continuing the activity in question.

- F. On Friday, March 6, 1998 at 8:15 p.m., officers from the Milwaukee Police Department Vice Control Division made a

tavern check of the licensed premises at 2901 North 23rd Street in the City and County of Milwaukee, Wisconsin ("Lady B.J.s"). Upon entering the tavern, they observed two video slot machines. They spoke to the Licensee, one Bobbie J. Lewis, who stated that the machines were put in by Mr. Heath Wasserman. She told officers that he told her the machines were legal. Ms. Lewis stated that Mr. Wasserman also told her that if she would get any citations, he would pay the fines. Ms. Lewis stated that it was her practice to pay off five cents per coin. After the payout money was subtracted, she would split the remainder with Mr. Wasserman. The machines along with the money were confiscated by the Milwaukee Police Department and placed on inventory.

- G. On March 9, 1998 at 6:40 p.m., officers of the Milwaukee Police Department Vice Control Division made a check of the licensed premises at 2221 North Humboldt Avenue in the City and County of Milwaukee, Wisconsin ("Treat's Bar"). They spoke to the Licensee, one Sherry Summers, who told officers that around the beginning of January of 1998, Mr. Wasserman approached her about putting a Cherry Master Video Machine in her tavern. She knew that Mr. Wasserman was a distributor of such machines. Ms. Summers further stated to officers that Mr. Wasserman instructed her that the payout amount was to be a nickel per point. She also told officers that Mr. Wasserman told her that if she would run into problems with the police or legal system regarding the machine, he would take care of any fees incurred and he would pay any tickets or fines she might receive.
- H. On March 16, 1998 at 9:00 p.m., officers of the Milwaukee Police Department Vice Control Division conducted a follow-up check of the licensed premises at 2579 North Pierce Street in the City and County of Milwaukee, Wisconsin ("Club 99"), regarding an ongoing commercial gambling investigation involving Mr. Heath Wasserman. Officers had information that Mr. Wasserman was supplying a Cherry Master Video slot machine to this premise for the purposes of commercial gambling. Tavern owner Felipe Maldonado stated that the day-to-day operation of the tavern was conducted by his brother Carmelo Maldonado. Mr. Felipe Maldonado stated to Milwaukee Police Officers that in January of 1998, his brother acquired a Cherry Master Video slot machine from Mr. Heath Wasserman. Sometime around March 11, 1998, Mr. Wasserman removed the machine. Felipe stated that he did not know the machine was an illegal gambling device. Carmelo Maldonado stated that he was approached in January of 1998 by Mr. Wasserman about putting the machine in the premises. Mr. Wasserman explained to Carmelo how the machine worked.

Carmelo also explained that on March 11, 1998, Mr. Wasserman arrived at the tavern and abruptly removed the machine. He told Carmelo that he was taking the machine out because the police were taking all the other machines out of all of the other taverns.

- I. On April 11, 1998, the Office of the District Attorney for Milwaukee County filed a criminal complaint against Mr. Heath Wasserman as to placing illegal gambling machines at "Davy's on Milwaukee," located at 332 North Milwaukee Street, "Tony's Place," located at 701 East Center Street, "J.J.P.s Sportsbar," located at 2207 North Humboldt Avenue in the City and County of Milwaukee, Wisconsin. Mr. Wasserman was also charged with commercial gambling and dealing in gambling devices by using a public storage unit to warehouse illegal gambling machines located at 900 West Layton Avenue in the City and County of Milwaukee, Wisconsin. Mr. Wasserman was charged with seven counts, counts one, four and six with commercial gambling, and counts two, three, five and seven with dealing in gambling devices. Counts one, two and seven were dismissed. Mr. Wasserman was found guilty on counts three, four, five, and six. As to count three, Mr. Wasserman was fined \$1,334.00. As to counts four, five and six, Mr. Wasserman was given two years probation. The imposition of the fine and probation occurred on March 8, 1999. All counts were felonies.
- J. On September 14, 1999, the Utilities and Licenses Committee recommended denial of renewal of the Mr. Wasserman's Amusement Machine Distributor's license. That recommendation was adopted by the Common Council on September 28, 1999. On September 24, 2002, and again on June 5, 2007, Mr. Wasserman was again granted Amusement Machine Distributor and Phonographic Distributor licenses for new locations within the City of Milwaukee.
- K. On June 26, 2006 at 11:00 a.m., applicant received a citation for Disorderly Conduct at 2903 N. 23rd Street.

Charge:	Disorderly Conduct
Finding:	Guilty
Sentence:	Fined \$60.00
Date:	September 25, 2006
Case:	06073936
- L. On April 14, 2006, the applicant was charged with Felon Possession of a Firearm § 941 .29(2)(a) based on an incident with an offense date of December 11, 2003.

Charge: Felon Possess Firearm
Finding: Guilty
Sentence: 60 days house of correction, 2 years probation
Date: October 16, 2006
Case: 2006CF001984

On August 26, 2008, the Wisconsin Court of Appeals has overturned the case for which the applicant was on probation and had a warrant for his arrest. Thus, Mr. Wasserman no longer stands convicted of a crime, and is thus not on probation and the District Attorney is considering retrying the case.

- M. On September 4, 2008, the applicant's Attorney, Chris Cherella, stated the applicant would be submitting proof of residency on September 5, 2008. On September 5, 2008, Mr. Cherella contacted License investigation and stated proof would be submitted on September 8, 2008. As of September 9, 2008, the License Investigation Unit had not received the promised proof. Mr. Cherella was contacted, and indicated that the proof would be submitted on September 12, 2008. On September 11, 2008, the License Investigation Unit received a cover letter from Mr. Cherella along with a bill from the City of Milwaukee Water Department listing Norman Wasserman as the debtor at 2903 North 23rd Street, Milwaukee, Wisconsin for the billing period of March 12, 2008 to June 31, 2008. Officer Gwinn contacted Mr. Cherella on September 11, 2008 and informed him that a water bill was not acceptable proof. Further, the water bill indicated Norman Wasserman at this address while the applicant's name is Heath N. Wasserman. Mr. Cherella was also informed that the License Investigation Unit needed proof that the applicant has been a resident in Wisconsin for the past year. Mr. Cherella stated he would see what he could do. On September 15, 2008, additional investigation revealed that Norman Wasserman, with a date of birth of October 12, 1968, has a Wisconsin identification card. On September 15, 2008, Officer Gwinn contacted Mr. Cherella and asked if Norman and Heath Wasserman are the same person. Mr. Cherella stated that he knew Norman Wasserman but he was unable to either confirm or deny that Norman and Heath Wasserman is the same person. As of this writing, September 15, 2008, no further proof of residence has been received at the License Investigation Unit.
- N. On Thursday, October 2, 2008, the License Investigation Unit received a copy of a letter originally sent to the License Division.

That letter indicated that Duffy's Amusement does not operate a business at 2740 South 9th Place, which is the business address listed on the application for Mr. Wasserman. The letter includes a phone number to call if there were any questions. On Friday, October 3, 2008 at 2:10pm, Police Officer Gwinn of the License Investigation Unit called the phone number indicated on the letter and spoke with a gentlemen who identified himself as BLUSTEIN, Dale C. Mr. Blustein indicated he is the owner of the building at 2740 South 9th Place. Mr. Blustein informed the Milwaukee Police Department that he has rented space in the building at 2740 South 9th Place to Mr. Wasserman for about 2 years. They do not have a written lease and Mr. Wasserman has not paid any rent in about a year. Mr. Blustein stated that Mr. Wasserman uses the space he rents for storage, and he does not conduct day-to-day business there. Further, Mr. Blustein has not seen Mr. Wasserman at all in about 6 months.

- O. At hearing in this matter, Mr. Wasserman produced copies of reports of meetings with his probation and parole agent indicating that Mr. Wasserman had met with the probation and parole agent and that during the course of his parole meetings, which took place at 2903 North 23rd Street in the City and County of Milwaukee, Wisconsin, Mr. Wasserman resided at 2903 North 23rd Street.
- S. At hearing, Mr. Wasserman produced his Wisconsin Operator's Permit, which shows a Milwaukee, Wisconsin address different from any of the other addresses testified to in this proceeding. When Mr. Wasserman was asked what the telephone number is registered at the address of 2903 North 23rd Street, Mr. Wasserman could not recall it, claiming that most of his phone calls use his cellular phone.
- T. At hearing in this matter on October 14, 2008, Mr. Wasserman was asked to explain the fact that records of the City of Milwaukee regarding the ownership and taxation of the property located at 2903 North 23rd Street (Tax Key Number 310-1385-000-6) reflects that one Norman Wasserman is the owner of the property with an address of the owner being 6270 Timberland Street, Agoura Hills, California 91301-1738. The explanation given was that Mr. Wasserman's parents live at that address, and that they are with him on the deed. Following the hearing in this matter Alderman Zielinski obtained a certified copy of the deed, a copy of which is annexed hereto, which lists Norman Wasserman (single) as the only owner of the property.
- V. Milwaukee Code of Ordinances 84-56-1-c and 107-13-3-c-2

require residency as follows, "No (amusement machine) distributor's license shall be granted to any person or partner not a resident of this state for at least one year prior to the date of filing of the application. In the case of a corporate applicant, a one year state residency requirement shall apply to the agent..."

- W. Two members of the Committee had serious doubts about whether or not the foregoing constitutes sufficient evidence to deny renewal of this license. However, two members noted that Mr. Wasserman does not reside at the address on his Wisconsin Driver's License and that there is evidence he does not, in fact, operate his business at the address on his application. In explaining why the tax bills on 2903 North 23rd Street go to California, he testified that his parents live at the Agoura Hills, California address and that they are with him on the deed for the property, but, obviously, they are not.

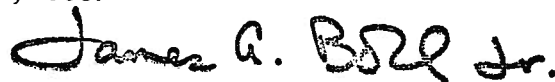
CONCLUSIONS OF LAW

1. Milwaukee Code of Ordinances 84-56-1-c and 107-13-3-c-2 require residency as follows, "No (amusement machine) distributor's license shall be granted to any person or partner not a resident of this state for at least one year prior to the date of filing of the application. In the case of a corporate applicant, a one year state residency requirement shall apply to the agent."
2. In light of the foregoing facts, the Committee deadlocked on a determination as to whether or not Mr. Heath N. Wasserman has been a resident of the City of Milwaukee for one year prior to applying for these licenses.

RECOMMENDATION

Based upon Alderman Zielinski making two motions to deny renewal, which failed the Committee by a vote of two (2) ayes, two (2) noes, and one (1) excused, and Alderman Kovac making a motion to grant, which failed by a vote of two (2) ayes, two (2) noes, and one (excused), Alderman Hamilton made a motion to send to the Council without recommendation, which was approved three (3) ayes, one (1) no, and (1) excused.

Dated and signed at Milwaukee, Wisconsin this 17th day of October, 2008.



Alderman James A. Bohl, Jr., Chairman
Licenses Committee

7371613

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT
MAY 29 1997 1056-
REEL 4063 IMAGE 1057
DE REGIS

Contract, by and between CLARVI REALTY, INC.

(“Vendor”,
whether one or more) and Norman Wasserman (Single)

(“Purchaser”, whether one or more).
Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-
formance of this contract by Purchaser, the following property, together with the
rents, profits, fixtures and other appurtenant interests (all called the “Property”),
in Milwaukee County, State of Wisconsin:

RETURN TO Clarvi Realty Inc.
12040 W. Walnut Rd.
Wauwatosa, WI 53226

Tax Parcel No. 310-1385-6

Lot 4, Block 9, in A. K. Mayhew's Subdivision of a part of the East 1/2 of the
Northwest 1/4 Section 18, Town 7 North, Range 22 East, in the City of Milwaukee,
County of Milwaukee, State of Wisconsin.

Tax Key No. 310-1385-6

Address: 2901-2903 N. 23rd. Street.

TRANSFER
\$114.00
FEE

7371613 #
RECORD 12.00
RTX 114.00

This is not homestead property.
(is) (is not)

12040 W. Walnut Rd.

Purchaser agrees to purchase the Property and to pay to Vendor at Wauwatosa, WI 53226
the sum of \$38,000.00 in the following manner: (a) \$10,000.00
at the execution of this Contract; and (b) the balance of \$28,000.00, together with interest from date
hereof on the balance outstanding from time to time at the rate of Ten % per cent per annum
until paid in full, as follows:

Buyer to make 24 monthly payments of \$ 1,292.06 each. Includes
Principal and Interest plus 1/2 of Real Estate Taxes, \$106.00. Total payment of
\$1,398.06. Buyer will carry Insurance of Fire and extended coverage, at his own expense
to cover the balance of the Mortgage plus \$10,000.00 to cover Fixtures, and to name
Clarvi Realty Inc, as the Mortgageor. First Payment to become effective on
February 1, 1997.

Provided, however, the entire outstanding balance shall be paid in full on or before the First day of
February, 1998 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 18% per annum on the entire amount
in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire
principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably antici-
pated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor,
Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of
taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest
unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any
amount may be prepaid without premium or fee upon principal at any time after January, 1997 (OR)
there may be no prepayment of principal without permission of Vendor.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long
as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated
as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been
made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds
of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser
for examination except: None

Purchaser agrees that in case of default and vendor has to foreclose and reclaim
property, that all Tavern Furniture and fixtures will remain a part of the Real
Estate.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall
be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on January 1st, 1997
*Close Out Occ.

125

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$28,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other monies shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: None

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of ... days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a claim on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a mortgage or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 30th day of December, 1996

CLARVI REALTY INC.
Clarence W. Smith (SEAL)

Norman Wasserman (SEAL)

Viola L. Smith (SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of 19

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not authorized by § 709.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY CLARVI REALTY INC.

Clarence W. Smith
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Milwaukee County

Personally came before me this 30th day of December 1996 the above named Clarence W. Smith Viola L. Smith Norman Wasserman

to me known to be the persons who executed the foregoing instrument and acknowledged the same

Gary D. Smith
Notary Public
My Commission is permanent (if not, state expiration date: December 27th 1996)



DOC.# 09353839

06CV012332

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 12/14/2006 03:54PM

This instrument was drafted by and should be returned to
Edward J. Pronley
Whyte Hirschboeck Dudek S C
555 E Wells Street, Suite 1900
Milwaukee, WI 53202

LIS PENDENS

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 15.00

Parcel ID No 310-1385-6

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

CLARVI REALTY, INC

Case No

Plaintiff,

Foreclosure ~~3044~~ 06CV012332

vs

NORMAN WASSERMAN,
VIKING VENDING OF WISCONSIN

HON. RICHARD J. SANKOVITZ, BR. 29

Defendants

CIVIL E

LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in the above-named court by the Complaint of the Plaintiff against the Defendants, that the object of said action is to foreclose that certain Land Contract dated December 30, 1996, executed by Clarvi Realty, Inc to Norman Wasserman, which Land Contract was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 29, 1997, at Reel 4063, Image 1056, as Document No 7371613, that said action affects the title to real estate described as follows

Lot 4, Block 9, in A K Mayhew's Subdivision of a part of the East 1/2 of the Northwest 1/4 Section 18, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin


Tax Key No 310-1385-6

2901-03 North 23rd Street

MILWAUKEE\312799 I

Dated at Milwaukee, Wisconsin, this 13th day of December, 2006

WHYTE HIRSCHBOECK DUDEK, S C
Attorney for Plaintiff, Clarva Realty Inc

By 
Edward J Pronley
State Bar No 1008244

P O ADDRESS
555 East Wells Street
Suite 1900
Milwaukee, WI 53202
(414) 273-2100

STATE OF WISCONSIN
MILWAUKEE COUNTY

I, the undersigned Register of Deeds of Milwaukee County, hereby certify that this document is a true and correct copy of the original on file or record in my office. Witness my hand and official seal this

~~100~~ 1 5 2000

date

John La Fave

JOHN LA FAVE
Register of Deeds



Office of the City Clerk
License Division
Room 105, City Hall
200 E. Wells Street
Milwaukee, Wisconsin 53202

Heath N. Wasserman
2903 N. 23rd St.
Milwaukee, WI 53206