



**JAMES A. BOHL JR.**  
Alderman, 5th District

July 25, 2008

To the Honorable, the Common Council

Dear Members:

Re: Common Council File 080136

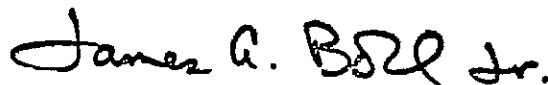
Attached are written objections to:

Renewal with a 60-day suspension, based on items contained in the police report, of the Class "B" Tavern license of Socorro Cerda for the premises at 2101 S. 6<sup>th</sup> St. ("Club 6<sup>th</sup> Street") in the 12<sup>th</sup> aldermanic district.

Non-renewal, based on neighborhood objections; the fact that the applicant's lease was terminated and his ability to operate anything on the premises was terminated; and due to the entire police report, of the Class "A" Liquor & Malt license of Nihar J. Shah for the premises at 6329 S. 20<sup>th</sup> St. ("VIP Food & Liquor Mart") in the 13<sup>th</sup> aldermanic district.

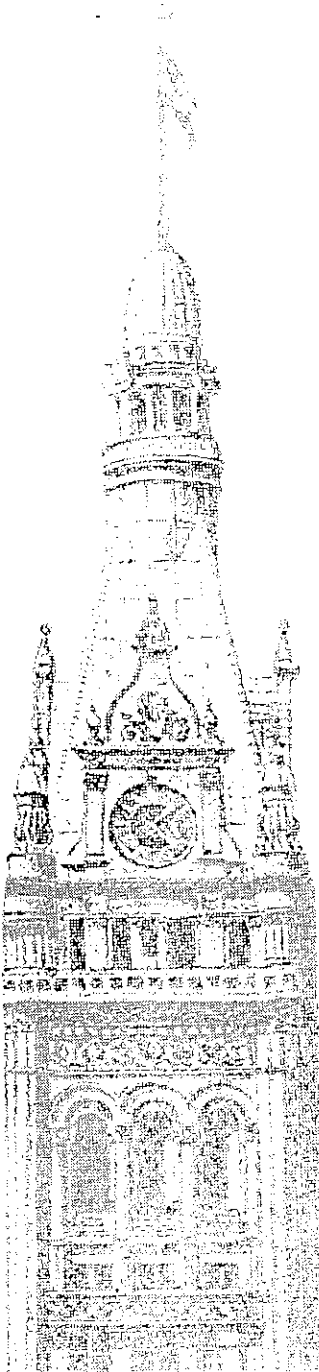
This matter will be heard by the full Council at its July 30, 2008 meeting. Pursuant to City Ordinances, a roll call vote will be taken to confirm that all members have read the attached objections.

Respectfully,



James A. Bohl, Jr., Chair  
Licenses Committee

cc: All Council Members  
City Attorney's Office  
Common Council/City Clerk – License Division  
CCF 080136



Socorro Cerda  
2826 West Hayes Avenue  
Milwaukee, WI 53215

City of Milwaukee  
City Clerks Office  
License Division  
200 E. Wells Street  
Milwaukee, WI 53202

To Whom this May Concern,

I am the license holder for the tavern known as Club 6 located at 2101 S. 6<sup>th</sup> St. in Milwaukee. Recently, the City of Milwaukee License Committee recommended a 60 day suspension based on police reports.

We have been working very hard to keep people who use or sell drugs from coming into our place and although the police documented that some drug activity did take place in our bar, my family and employees had no knowledge of it at the time. We do not condone this sort of activity.

We feel the recommended suspension is a little too severe considering the circumstances and ask that this suspension be reduced to 20 or 30 days. We wish to address the Common Council on this matter at the next council meeting on July 30, 2008.

Sincerely,

Socorro Cerda

*Socorro Cerda*

RONALD D. LEONHARDT  
CITY CLERK

2008 JUL 25 AM 10:22

CITY OF MILWAUKEE



BROADWAY THEATRE CENTER ♦ 158 N. BROADWAY, SUITE 600 ♦ MILWAUKEE, WI 53202-6015

DAVID C. BANGERT

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*Attorney At Law*

July 25, 2008

Office of the City Clerk  
City of Milwaukee  
Room 105, City Hall  
200 East Wells Street  
Milwaukee, WI 53202-3570

CITY OF MILWAUKEE  
LICENSE DIVISION  
2008 JUL 25 PM 4: 29

Re: Nihar J. Shah  
(Applicant for Renewal of Class "A" Liquor and Malt  
License for the Premises Located at 6329 South 20<sup>th</sup> Street,  
Milwaukee, Wisconsin, Known as "VIP Food & Liquor Mart")

Dear Sirs/Madams:

This letter is intended to serve as the applicant's written objection to the Report of the Licenses Committee dated July 18, 2008 recommending non-renewal of Mr. Shah's application for renewal of his Class "A" Liquor and Malt license for the above-referenced premises.

Nihar Shah objects to Conclusion of Law #2 of the Licenses Committee which asserts that Mr. Shah 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 "A" Liquor and Malt license. Mr. Shah points out that he has held a Class "A" Liquor and Malt license for the subject location since 1998, and his license was renewed in 2007.

There has certainly been nothing negative to report or complain about with respect to Mr. Shah's operation of his business since his license was renewed last year (2007) because his business has been closed for most of the past year due to financial difficulties that resulted in the termination of his lease. The only citation or incident pertaining to Mr. Shah's operation of his business since 2004 was a May 13, 2007 citation for failure to have a properly-installed security camera in his store (which Mr. Shah subsequently satisfied and complied with).

The Licenses Committee noted at the hearings held when Mr. Shah's license was renewed in 2006 and in 2007 that Mr. Shah had made significant improvement in his mode and method of operating his store since 2004, as evidenced by the fact that the Police Department reported no new citations or incidents in 2005 or 2006 and only the

one security camera citation in 2007. Mr. Shah credited much of the "improvement" since 2004 to the fact that he personally began supervising and working at the store during 100% of the hours that the store was open for business, and he became more selective in hiring help in the store. Mr. Shah also noted that he moved his residence to an apartment within one block of the store/business so that he could almost always be nearby.

The Committee took note of the fact that Mr. Shah ceased operations at the licensed premises because of financial problems that resulted in a termination of his lease, but Mr. Shah objects to the Conclusion of Law (#2) whereby it is asserted that he is "unable to particularly describe the premises for which the renewal license is requested." The renewal license is requested for the exact same premises for which Mr. Shah's existing license is held.

Mr. Shah testified at the July 15 hearing before the Licenses Committee that he has lined up one or more guarantors of his financial obligations in order to satisfy the landlord (Ogden Development Group) of his current financial stability. Thomas Neubauer, a representative of Ogden, appeared at the hearing and confirmed that Mr. Shah and Ogden are currently in negotiations with respect to a new lease for the subject premises. Mr. Neubauer testified that Ogden is now satisfied that Mr. Shah is financially stable due to the fact that he now has at least one guarantor. Mr. Neubauer and Mr. Shah both told the Committee that the negotiations for a new lease include a new financial commitment for substantial improvements to the existing subject premises.

Based on the above information, Mr. Shah objects to the Committee's finding that his previous financial problems "demonstrates the Licensee's inability to address the security, noise, and litter problems found to exist before the termination of the Licensee's lease and business operations, placing at risk the health, safety and welfare of the citizens of the City of Milwaukee." (#2, Conclusions of Law) First of all, Mr. Shah asserts that his financial stability has improved tremendously due to his procurement of financial guarantors. Secondly, Mr. Shah takes issue with the finding and conclusion that there were previous security, noise and litter problems, and he asserts that if such problems previously existed they were not his fault or caused by him.

Mr. Gary Kawczynski testified at the Committee hearing in support of Mr. Shah's renewal application. Mr. Kawczynski testified that he operates an ice-cream store business in the same strip-mall location as Mr. Shah's former store location. He stated that Mr. Shah's store and a Laundromat business were the only other businesses besides his ice-cream store located in the strip of businesses. Mr. Kawczynski testified that, based upon his personal observance, he felt that Mr. Shah's operation of his business was not the primary cause of litter and noise in the vicinity of the strip of three stores. Mr. Kawczynski testified that his ice-cream store customers were most likely the cause of

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City of Milwaukee  
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more litter than Mr. Shah's customers. Mr. Kawczynski also testified that he felt it is unfair to blame Mr. Shah for neighbors' complaints regarding noise in the vicinity because Mr. Shah always closed his business at 9:00 p.m. and most of the neighbors' complaints pertained to noise after 9:00 p.m.

The majority of the neighbors who testified in opposition to renewal of Mr. Shah's license complained of hearing "laughter" and "commotion" and "occasional loud music" emanating from the vicinity of Mr. Shah's store. It is submitted that such "complaints" must be viewed as relatively minor in the scope of a business community.

Mr. Shah has been granted a Class "A" Liquor and Malt license for the subject location and his license has been renewed since 1998. Nothing has occurred within the past year to warrant non-renewal of his license at this time.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Bangert". The signature is fluid and cursive, with a large, stylized "B" at the end.

David C. Bangert  
Attorney for Nihar Shah

DCB:jm

cc: Nihar Shah