

LEGAL SERVICES DEPARTMENT

Office of the City Attorney

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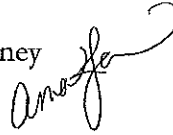
Fax: 920/832-5962

TO: Members of the Safety and Licensing Committee

FROM: Amanda Jadin, Assistant City Attorney

DATE: March 7, 2017

RE: Jack's Apple Pub Liquor License Agreement



Jack's Apple Pub, located at 535 West College Avenue within the City of Appleton currently holds a "Class B" liquor license. During the months of October and December in 2015 and again in October of 2016, the licensed establishment received three separate citations for selling an alcoholic beverage to an underage person. All of these citations were the result of controlled alcohol transaction checks (commonly referred to as "CAT Checks") performed by the Appleton Police Department. A number of hearings were held in Outagamie County Circuit Court during the past several months to address the citations. This week the defendants entered no contest pleas to all of the violations. A total of \$1,357.50 was imposed against the defendants in Circuit Court.

Jack's Apple Pub is now eligible to have 240 demerit points assessed against its "Class B" liquor license, pursuant to the City's Demerit Point System set forth in AC 9-54. As a result, the City through the Safety and Licensing Committee could conduct a hearing and impose a revocation of the liquor license.

However, it is the recommendation of the City Attorney's office to hold 80 demerit points in abeyance for a one-year period and instead impose a suspension of the license at this time. This recommendation is made after considering that Jack's Apple Pub has never faced a suspension or revocation of its license in the past. As such, this approach provides for an incremental punishment involving a suspension of the license (resulting in substantial financial penalties) but allows the business to continue operating in the future. The City Attorney's Office and Jack's Apple Pub have prepared and signed a stipulation attached to this memorandum to detail our recommendation. As set forth in the attached agreement, a failure to comply with any of the terms will result in the 80 points being imposed without contest.

The City Attorney's Office is recommending the approval of this stipulation between the City of Appleton and Jack's Apple Pub.

H:\Documents\Safety & Licensing\Memo RE Jack's Apple Pub Liquor License Agreement.docx

James P. Walsh
City Attorney

Christopher R. Behrens
Deputy City Attorney

Emily Truman
Assistant City Attorney

Amanda Jadin
Assistant City Attorney

**CITY OF APPLETON
COMMON COUNCIL
SAFETY AND LICENSING COMMITTEE**

CITY OF APPLETON
a Wisconsin Municipal Corporation,

vs.

**Jack's Apple Pub
John Greiner, Agent
535 W College Avenue
Appleton WI 54915**

STIPULATION

The City of Appleton, by Assistant City Attorney, Amanda K. Jadin and Jack's Apple Pub by its agent John Greiner, hereby stipulate and agree as follows:

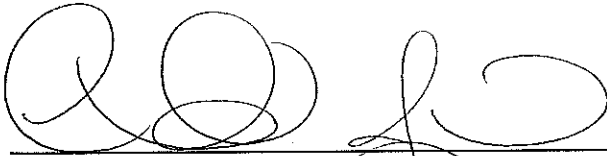
1. That Jack's Apple Pub and John Greiner as agent, are the license holders of a "Class B" license issued pursuant to Chapter 125, Wisconsin Statutes, and City of Appleton Municipal Code in conformity therewith, for Jack's Apple Pub, located at 535 W College Ave, in the City of Appleton, Outagamie County, Wisconsin (also referred to as "licensed premise").
2. That the following violations of the City of Appleton Municipal Code have been committed at Jack's Apple Pub within the last eighteen (18) months:
 - a. Sale of an Alcoholic Beverage to an Underage Person, violation on 10/24/15 conviction on 3/7/17 (80 points);
 - b. Sale of an Alcoholic Beverage to an Underage Person, violation on 12/22/15 conviction on 3/7/17 (80 points);
 - c. Sale of an Alcoholic Beverage to an Underage Person, violation on 10/18/16 conviction on 3/7/17 (80 points);

3. That the foregoing are all violations of Appleton Municipal Code adopted pursuant to Sec. 125.10, Wisconsin Statutes, and therefore collectively would form the basis for revocation of the "Class B" license issued to Jack's Apple Pub. if presently assessed.
4. That John Greiner understands and acknowledges that he has the right to a hearing prior to the City of Appleton suspending or revoking the "Class B" license issued to Jack's Apple Pub and freely and voluntarily waives that right to a hearing as consideration for this agreement.

NOW THEREFORE, based upon the foregoing it is AGREED by the parties:

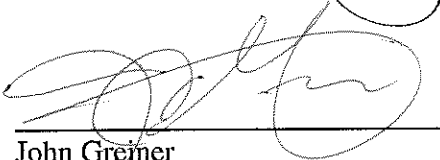
5. That John Greiner does not contest any of the point assessments set forth in this agreement.
6. The City of Appleton agrees to hold in abeyance the application of 80 demerit points against the licensed premise for a one year period from the date it is approved by the Appleton Common Council, subject to the license holder complying with the terms of this agreement, City of Appleton Ordinances, and laws of the State of Wisconsin.
7. The City of Appleton and the license holder together agree to the immediate imposition of 160 points assessed against the licensed establishment, Jack's Apple Pub. As such, the parties jointly agree that the licensed establishment, Jack's Apple Pub, shall have their license suspended for a period of ten (10) days pursuant to ACO 9-54.
8. That the license holder, employees thereof and licensed premise will comply with all City of Appleton Ordinances and laws of the State of Wisconsin including, but not limited to, Department of Revenue requirements.
9. That the failure to comply with this agreement, based on a probable cause standard, within one year of the date that the agreement is adopted by the Common Council shall result in the uncontested imposition or reinstatement of the 80 demerit points set forth in this agreement, regardless of the original date of the violation resulting in said point assessment. A "failure to comply" shall only include the violations set forth within ACO 9-54.
10. This agreement, including but not limited to the contingencies placed on the subject liquor license, shall remain binding upon Jack's Apple Pub, Inc. and John Greiner as agent therefore and any successors, assigns, transferees and the like thereof unless expressly waived by the City of Appleton Common Council.
11. Except where otherwise indicated, the terms of this agreement shall remain in effect for a period of one year from the date it is approved by the Appleton Common Council.

12. That Jack's Apple Pub, Inc. and John Greiner as agent therefor have had the opportunity to review and discuss this agreement with counsel or have decided to forego that opportunity and, in either case, enter this agreement freely and voluntarily.



Amanda K. Jadin, Assistant City Attorney
Attorney for Petitioner, City of Appleton

Date: 3-7-17




John Greiner
Agent for Jack's Apple Pub, Inc.

Date: 2/22/17

Jesse H. Carroll
Print name:

Date: 2/22/17



Attorney for John Greiner as agent for
Jack's Apple Pub, Inc

APPROVED BY APPLETON COMMON COUNCIL ON : _____