

AGREEMENT IN LIEU OF DUE PROCESS PROCEEDINGS

Whereas, the Public Safety and Licensing Committee of the City of Racine (herein referred to as the “**Committee**”) has been presented with reports from the City of Racine Police Department (herein referred to as “**RDP**”) documenting instances of alleged public nuisances at or immediately adjacent to 509 Social Lounge, LLC., Micah Tharpe, Agent (herein referred to as the “**Licensee**”), the premises located at 509 Sixth Street, Racine, Wisconsin (herein referred to as the “**Licensed Premises**”), which holds a “Class B” Intoxicating Liquor and Class “B” Fermented Malt Beverage License; and

Whereas, the Committee has issued a second Formal Expression of Concern against the Licensee within a six month period pursuant to Section 6-27 of the Municipal Code of the City of Racine (herein referred to as the “**Municipal Code**”); and

Whereas, the Municipal Code requires that upon issuance of the second Formal Expression of Concern, the matter shall be referred to the City Attorney’s Office for disciplinary action; and

Whereas, the City of Racine (herein after referred to as the “City”) desires to abate the public nuisances at or adjacent to the Licensed Premises without incurring the costs associated with a due process hearing; and

Whereas, the Licensee expressly denies any wrongdoing or violations of any ordinance, statute, or laws; and

Whereas, the Licensee is responsible for ensuring that the Licensed Premises complies with Wis. Stat. ch. 125 and municipal ordinances relating to alcoholic beverages; and

Whereas, the parties have discussed how to abate the alleged public nuisance short of conducting a due process hearing to suspend or revoke the Licensee’s alcohol beverages licenses;

NOW, THEREFORE, the City of Racine and Licensee hereby agree to the following:

1. Terms. In exchange for the City not initiating a due process hearing to suspend or revoke the Licensee’s alcohol beverage licenses at this time, Licensee shall implement all of the following:
 - a. Licensee shall close the Licensed Premises no later than 1:30 a.m. every day during the duration of this Agreement, unless a subsequent amendment is hereafter approved by the Committee. Licensee may, after the first sixth months of this Agreement, request that the closing hours be amended if there are no further nuisance calls to the Licensed Premises. The term “nuisance” as used in this Agreement, shall be synonymous with the term “Public Nuisance” as that term is defined under Section 6-1 of the Municipal Code.
 - b. Licensee shall staff the Licensed Premises with at least four employees to act as security every Friday and Saturday night to assist with crowd and noise control.
 - c. Licensee shall assign at least one of their security guards to patrol the areas surrounding and adjacent to the Licensed Premises for at least an hour before closing and half an hour after closing in an effort to ensure that patrons are not loitering, blocking traffic, or are otherwise engaging in disorderly conduct.

- d. Licensee shall acquire and operate a video surveillance security camera system that records both inside and outside of the Licensed Premises and shall perform and log weekly routine maintenance checks to ensure that the system is effectively operating. If any part of the system ceases to effectively operate, Licensee shall repair or cause to repair that part within 48 hours. Licensee shall allow RPD immediate access to any portions of the recording when requested.
 - e. Licensee shall acquire an ID Scanner, as well as log and maintain patron information obtained through the ID Scanner, in order to assist RPD in its investigation efforts.
 - f. Licensee shall send at least one employee to clean up any bottles or trash left behind by patrons on the surrounding streets, sidewalks and areas every night.
 - g. Licensee shall ensure that there are no more than ten people outside, at all times, waiting in line to get into the Licensed Premises. Licensee shall send out security staff to disperse the remaining patrons and ensure that they do not loiter on the streets or sidewalks.
 - h. Licensee shall abide by all alcohol beverages regulations pursuant to Wis. Stat. Ch. 125 and Chapter 6 of the Municipal Code.
2. Duration. This Agreement shall be effective for a period of one year from the date of execution.
3. Breach.
- a. In the case that Licensee fails to materially comply with any terms of this Agreement, the City may provide written notice to the Licensee alleging the specific breach and demanding compliance thereof.
 - b. If Licensee fails to provide documented proof of compliance within 5 (five) days from the date of the written notice, Licensee's retail alcohol beverage licenses shall immediately be suspended for a period of 15 (fifteen) days. Licensee will not contest the suspension.
 - c. If Licensee continues to be in violation of this Agreement after the 15-day suspension, the City may initiate a due process hearing to suspend or revoke its retail alcohol beverage licenses. Licensee may contest the hearing pursuant to Wis. Stat. § 125.12(2)(b) and Section 6-26 of the Municipal Code.
 - d. A second and subsequent violation of these closing hours under section 1(a) shall be considered a breach of this Agreement without the right to cure and shall trigger the suspension period under subsection 3(c), with the suspension to commence upon written notice to the Licensee.
 - e. If the Committee issues another Formal Expression of Concern against the Licensed Premises during the terms of this Agreement, the City may initiate disciplinary proceedings pursuant to Wis. Stat. § 125.12(2) and Section 6-26 of the Municipal Code.

4. Limitations. Nothing in this Agreement shall limit the City's ability to declare or abate a public nuisance pursuant to state law or Sections 66-1002 and 66-1003 of the Municipal Code.
5. Licensee enters this Agreement voluntarily and with the advice of counsel.

Dated this ____ day of April, 2022.

Micah Thorpe, Agent
509 6th Street

Maurice Robinson, Chief of Police
City of Racine Police Department