

SETTLEMENT AGREEMENT

The Department of Safety and Inspections ("DSI") and Jerome Born ("Born") enter into this Settlement Agreement as outlined below.

WHEREAS, Born is President of BH & M Inc., which holds a Liquor On Sale – 100 seats or less, Liquor – Outdoor Service Area (Patio), Liquor On Sale – Sunday, Liquor On Sale – 2 AM Closing, and Gambling Location licenses issued by the City for Born's Dutch Bar premises located at 899 Rice Street in Saint Paul; and,

WHEREAS, on August 23, 2017, a shots fired incident occurred outside of Born's Dutch Bar in which four (4) people were shot; and,

WHEREAS, as part of their investigation, Saint Paul Police contacted the Manager of Born's Dutch Bar, Michael Born to obtain a copy of their surveillance video; and,

WHEREAS, Michael Born was unable to immediately make a copy of that surveillance video; and,

WHEREAS, Saint Paul Police had to send a Video Technician to Born's Dutch Bar to collect a copy; and,

WHEREAS, a copy of the surveillance video was made available to Saint Paul Police approximately five (5) hours after the original request; and,

WHEREAS, this is a violation of license condition #5 of Born's Dutch Bar license conditions which reads: "The license holder shall maintain working video surveillance cameras inside and outside the establishment. The video recordings shall be kept by the license holder for at least thirty (30) days and shall be available for viewing by the Saint Paul Police Department immediately upon request. In addition, if the Saint Paul Police Department responds to a call at the licensed premises, and due to the serious nature of the crime, requests that a copy of the surveillance footage be immediately provided, license holder shall have technology available to make the copy at the time of the request and shall have it for the police without delay. In other cases, if the Saint Paul Police Department or the Department of Safety and Inspections requests copies of the surveillance tapes, licensee shall have a 48-hour period in which to provide such copies."; and,

WHEREAS, on August 30, 2017 at approximately 12:42 a.m., Saint Paul Police conducted a Proactive Police Visit near Born's Dutch Bar (CN #17-204-237) and observed a group of people approach the front door, greet security staff and enter without begin patted down, "wanded" with a metal detector, having their purses inspected or their identification checked to validate age; and,

WHEREAS, on September 26, 2017 at approximately 12:35 a.m. while on patrol Saint Paul Police noticed the front doors of Born's Dutch Bar were wide open (CN 17-227-574) and upon further observation witnessed a female enter the bar without being "wanded" with a metal detector; and,

WHEREAS, this is a violation of license condition #2 of Born's Dutch Bar license condition which reads, "Hired security staff is to be on duty every night (changed from Friday and Saturday nights on 07/17/2012) beginning at 9:00 p.m. and remaining until all patrons have left the licensed premises. Security personnel shall "wand" (using a working metal detector) each patron and check all handbags and packages carried by patrons. Security personnel shall verify the age of patrons by checking state or federally issued identification cards (no picture I.D. no entrance). Customers re-entering the bar shall be subject to the same security measures as customers entering the first time."; and,

WHEREAS, the due to the serious nature of the violations and their reoccurrence, the above violations represent Born's second (2nd) violations within a twelve (12) month period punishable by a \$1,000.00 matrix penalty; and,

WHEREAS, the City of Saint Paul Department of Safety and Inspections requested an upward departure in the penalty matrix to a \$2000.00 fine, 10-day suspension and revised license conditions; and,

WHEREAS, Born's Dutch Bar admits to the violation of license conditions #2 and #5 as described above; and,

WHEREAS, this Settlement Agreement will provide certainty regarding the violation and accompanying penalties; and,

WHEREAS, the parties agree that settling this matter as described below is beneficial to both parties; and

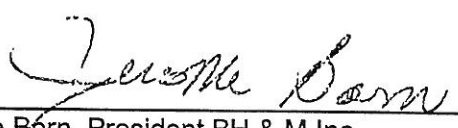
WHEREAS, both parties knowingly and voluntarily enter into this Settlement Agreement; and,


WHEREAS, both parties understand that the terms of this settlement agreement are subject to adoption by the Saint Paul City Council; and

NOW THEREFORE, in consideration of the terms herein set forth, the parties agree:

1. Born agrees that an upwardly departed \$2000.00 plus 10-day suspension matrix penalty could be assessed for violating license conditions #2 and #5 in accordance with Saint Paul Legislative Code §310.05(m)(2); and,
2. The City agrees to waive \$1000.00 of the requested fine and 7 days of the requested suspension associated with the violation of conditions #2 and #5; and,
3. Born agrees to pay a \$1000 fine and serve a 3-day suspension of all city-issued licenses for Born's Dutch Bar; and,
4. Born agrees that this is a second violation under the matrix penalty; and,
5. Born agrees to sign Revised License Conditions dated November 30, 2017; and,

6. Born agrees that another license condition violation or violations of any provisions of the legislative code relating to the licenses he holds will be considered a third violation under the matrix penalty; and,
7. Born understands that the Administrative Hearing scheduled for December 1, 2017 will be cancelled and waives all further hearings and other claims related to this matter such as appeal, collateral attacks, and lawsuits of any kind. Born understands that he does have a right to a hearing and other forms of relief on this matter, but voluntarily and knowingly waives the right to a hearing and to pursue other forms of relief; and,
8. The City agrees that any Administrative Fees resulting from the December 1, 2017 Administrative Hearing will be paid by the City.

Date: 12-8-17 
Jerome Born, President BH & M Inc.

Date: 12/8/17 
Eric Hudak, Licensing Manager City of Saint Paul